

AGENDA

BERKELEY CITY COUNCIL MEETING

Tuesday, May 12, 2026

6:00 PM

SCHOOL DISTRICT BOARD ROOM - 1231 ADDISON STREET, BERKELEY, CA 94702

ADENA ISHII, MAYOR

COUNCILMEMBERS:

DISTRICT 1 – RASHI KESARWANI

DISTRICT 2 – TERRY TAPLIN

DISTRICT 3 – BEN BARTLETT

DISTRICT 4 – IGOR TREGUB

DISTRICT 5 – SHOSHANA O'KEEFE

DISTRICT 6 – BRENT BLACKABY

DISTRICT 7 – CECILIA LUNAPARRA

DISTRICT 8 – MARK HUMBERT

*This meeting will be conducted in a hybrid model with both in-person and virtual attendance. Attend this meeting remotely using [Zoom](#). To request to speak, use the “raise hand” function in Zoom. To join by phone: Dial **1-669-254-5252** or **1-833-568-8864 (Toll Free)** and enter **Meeting ID: 160 802 0564**. To provide public comment, Press *9 and wait to be recognized by the Chair. To submit a written communication for the public record, email council@berkeleyca.gov.*

Live captioned broadcasts of Council meetings are available on B-TV (Channel 33) and via [internet video stream](#). All Council meetings are recorded.

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting, however, if you are feeling sick, please do not attend the meeting in person. The City Council may take action related to any subject listed on the Agenda.

Pursuant to the City Council Rules of Procedure and State Law, the presiding officer may remove, or cause the removal of, an individual for disrupting the meeting. Prior to removing an individual, the presiding officer shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding officer may then remove the individual if they do not promptly cease their disruptive behavior. “Disrupting” means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body, or engaging in behavior that constitutes use of force or a true threat of force.

Government Code Section 84308 (Levine Act) - *Parties to a proceeding involving a license, permit, or other entitlement for use are required to disclose if they made contributions over \$500 within the prior 12 months to any City employee or officer. Parties and participants with a financial interest are prohibited from making more than \$500 in contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.*

Preliminary Matters

Roll Call:

Land Acknowledgement Statement: *The City of Berkeley recognizes that the community we live in was built on the territory of xučyun (Huchiun (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's residents have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878. As stewards of the laws regulating the City of Berkeley, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today. The City of Berkeley will continue to build relationships with the Lisjan Tribe and to create meaningful actions that uphold the intention of this land acknowledgement.*

Ceremonial Matters: *In addition to those items listed on the agenda, the Mayor may add additional ceremonial matters.*

City Manager Comments: *The City Manager may make announcements or provide information to the City Council in the form of an oral report. The Council will not take action on such items but may request the City Manager place a report on a future agenda for discussion.*

Public Comment on Non-Agenda Matters: *Up to ten persons will be selected to address matters not on the Council agenda. If five or fewer persons are identified to provide non-agenda comment, each person selected will be allotted two minutes each. If more than five persons are selected to address matters not on the Council agenda, each person selected will be allotted one minute each.*

In-person attendees wishing to address the Council on matters not on the Council agenda during the initial ten-minute period for such comment, must submit a speaker card to the City Clerk in person at the meeting location and prior to the moment that the Presiding Officer calls for public comment on non-agenda items. Remote attendees must raise their hand in the videoconference application when the Presiding Officer calls for non-agenda speakers. The first five raised hands on the videoconference application will be selected to speak and the first five cards drawn at the meeting will be selected to speak. The number of in-person and remote speakers selected may be adjusted by the Presiding Officer if fewer than five speakers from either format are identified.

The remainder of the speakers wishing to address the Council on non-agenda items will be heard at the end of the agenda.

Public Comment by Employee Unions (first regular meeting of the month): *This period of public comment is reserved for officially designated representatives of City of Berkeley employee unions, with five minutes allocated per union if representatives of three or fewer unions wish to speak and up to three minutes per union if representatives of four or more unions wish to speak.*

Consent Calendar

The Council will first determine whether to move items on the agenda for “Action” or “Information” to the “Consent Calendar”, or move “Consent Calendar” items to “Action.” Three members of the City Council must agree to pull an item from the Consent Calendar or Information Calendar for it to move to Action. Items that remain on the “Consent Calendar” are voted on in one motion as a group. “Information” items are not discussed or acted upon at the Council meeting unless they are moved to “Action” or “Consent”.

No additional items can be moved onto the Consent Calendar once public comment has commenced. At any time during, or immediately after, public comment on Information and Consent items, any Councilmember may move any Information or Consent item to “Action.” Following this, the Council will vote on the items remaining on the Consent Calendar in one motion.

For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again at the time the matter is taken up during the Action Calendar.

Public Comment on Consent Calendar and Information Items Only: *The Council will take public comment on any items that are either on the amended Consent Calendar or the Information Calendar. If ten or fewer persons are interested in speaking on an individual agenda item, each speaker may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue. A speaker may only speak once during the period for public comment on Consent Calendar and Information items.*

Additional information regarding public comment by City of Berkeley employees and interns: Employees and interns of the City of Berkeley, although not required, are encouraged to identify themselves as such, the department in which they work and state whether they are speaking as an individual or in their official capacity when addressing the Council in open session or workshops.

Consent Calendar

- 1. Sale of Real Property – 1631 Fifth Street**
From: City Manager
Recommendation: Adopt second reading of Ordinance No. 8,006-N.S. approving the sale of City property at 1631 Fifth Street and authorizing the City Manager to execute all necessary documents required to sell the property for \$750,000.
First Reading Vote: All Ayes.
Financial Implications: See report
Contact: Eleanor Hollander, Economic Development, (510) 981-7530

Consent Calendar

2. Amendments to Berkeley Municipal Code Title 23 (Zoning) for Consistency with State Law and Technical Edits (SLTE 2026)

From: City Manager

Recommendation: Adopt second reading of Ordinance No. 8,007-N.S. amending Berkeley Municipal Code (BMC) Title 23. The proposed changes apply to the sections of the BMC listed below:

- Section 23.202.020 (Residential Districts – Allowed Land Uses)
- Section 23.202.050 (Residential Districts – R-1 Residential Multi-Unit 1 District)
- Section 23.202.080 (Residential Districts – R-2 Residential Multi-Unit 2 District)
- Section 23.202.090 (Residential Districts – R-2A Residential Multi-Unit 2A District)
- Section 23.206.030 (Manufacturing Districts – Additional Permit Requirements)
- Section 23.206.060 (Manufacturing Districts – M Manufacturing District)
- Section 23.206.070 (Manufacturing Districts – MM Mixed Manufacturing District)
- Section 23.206.080 (Manufacturing Districts – MU-LI Mixed Use-Light Industrial District)
- Section 23.206.090 (Manufacturing Districts – MU-R Mixed Use Residential District)
- Section 23.304.100 (General Development Standards – Site Features in Residential)
- Section 23.306.030 (Accessory Dwelling Units – Development Standards)
- Section 23.306.040 (Accessory Dwelling Units – Permit Procedures)
- Section 23.322.040 (Parking and Loading – General Requirements)
- Section 23.322.050 (Parking and Loading – Parking Reductions)
- Section 23.322.100 (Parking and Loading – On-site Loading Spaces)
- Section 23.326.070 (Demolition of Non-Residential Buildings)
- Section 23.330.030 (Density Bonus—Application Requirements)
- Section 23.330.080 (Density Bonus – Regulatory Agreements)
- Section 23.410.020 (Appeals and Certifications – Appeal Subjects and Jurisdiction)
- Section 23.502.020 (Glossary – Defined Terms)

First Reading Vote: All Ayes.

Financial Implications: See report

Contact: Jordan Klein, Planning and Development, (510) 981-7400

3. 1646 and 1650 Fifth Street Re-Zoning and Associated General Plan Amendments

From: City Manager

Recommendation: Adopt second reading of Ordinance No. 8,008-N.S. amending the Zoning Map to rezone portions of 1646 and 1650 Fifth Street from Mixed Use-Light Industrial (MU-LI) to Mixed Use-Residential (MU-R).

First Reading Vote: All Ayes.

Financial Implications: See report

Contact: Jordan Klein, Planning and Development, (510) 981-7400

Consent Calendar

- 4. Police Accountability Board – Appointment of New Member**
From: City Manager
Recommendation: Adopt a Resolution appointing a new member to the Police Accountability Board (PAB) nominated by Councilmember Tregub.
Financial Implications: See report
Contact: Mark Numainville, City Clerk, (510) 981-6900
- 5. Contract No. 32600118 Amendment: Clariti for Special Events Permitting Software**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend existing contract with Clariti Cloud, Inc. (Contract No. 32600118) to add a Special Event permitting module to the City’s new permitting platform, in an amount not to exceed \$121,000, for a new total not-to-exceed amount of \$5,480,128.
Financial Implications: See report
Contact: Peter Radu, City Manager's Office, (510) 981-7000, Jordan Klein, Planning and Development, (510) 981-7400
- 6. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on May 12, 2026**
From: City Manager
Recommendation: Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager’s threshold will be returned to Council for final approval.
Financial Implications: \$1,700,000 - Various Funds
Contact: Henry Oyekanmi, Finance, (510) 981-7300
- 7. Contract No. 32100110 Amendment: JotForm, Inc. for a HIPAA Compliant Platform to Support Clinical Services**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or designee to execute an amendment to Contract No. 32100110 with JotForm, Inc. by adding \$39,832, bringing the contract total to an amount not to exceed \$149,050 and extending the end date through May 13, 2028.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

Consent Calendar

- 8. Contract No. 32300108 Fifth Amendment: Street Level Advisors, LLC for Housing Consulting Services**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager, or designee, to execute a fifth amendment to Contract No. 32300108 with Street Level Advisors, LLC increasing the contract by \$146,310 for consulting services in a total amount not to exceed \$562,260, with a contract end date of September 30, 2027.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100
- 9. Contract No. 32300207 Amendment: Easy Does It for Accessible Wheelchair Van Services for Seniors & the Disabled**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager, or designee, to amend Contract No.32300207 with Easy Does It increasing the amount by \$57,000 for the period of July 1, 2026, through June 30, 2027, for a total contract amount not to exceed \$232,000. These services support accessible wheelchair van services to customers of the Aging Services Division's Berkeley Rides for Seniors & the Disabled program.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100
- 10. Contract No. 32300180 Amendment: GoGo Technologies, Inc. for Transportation Services for Seniors & the Disabled**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or designee, to amend Contract No. 32300180 with GoGo Technologies, Inc. for a 24/7 concierge call center to arrange rides with Uber and Lyft for the City's seniors and disabled community. This amendment will add \$500,000 in funding for the period of July 1, 2026, through June 30, 2027, for a not to exceed amount of \$1,000,000.
Financial Implications: See report
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100
- 11. Revenue Grant Agreements: Funding Support from Essential Access Health to Conduct Public Health Services**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or designee to submit a grant application to Essential Access Health, to accept the grant, execute any resultant revenue agreement and amendment, and implement the projects and appropriation of funding for related expenses to conduct public health promotion, protection, and prevention services for the Essential Access Health revenue agreement in the projected amount of \$120,000 for April 1, 2026 to March 30, 2027.
Financial Implications: See report.
Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

Consent Calendar

12. Revenue Grant Agreements: Funding Support from the State of California and Alameda County to Conduct Public Health Services

From: City Manager

Recommendation: Adopt two Resolutions authorizing the City Manager or designee to submit grant agreements to the California Department of Public Health (CDPH) and Alameda County, to accept the grants, and execute any resultant revenue agreements and amendments to conduct public health promotion, protection, and prevention services for the following two revenue agreements:

1. Tuberculosis (TB) Prevention and Control in the projected amount of \$16,361 for Fiscal Year (FY) 2027 from CDPH. (Fund: 312)

2. Public Health Infrastructure Program in the projected amount of \$32,080 for FY 2027 from Alameda County. (Fund: 312)

Financial Implications: See report

Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

13. Contracts: As-needed Tree Services

From: City Manager

Recommendation: Adopt four Resolutions authorizing the City Manager to execute the following contracts, and any amendments, extensions, or other change orders for as-needed tree services, each for a period of May 29, 2026 to May 28, 2029:

1. Bay Area Tree Specialist, for an amount not to exceed \$1,050,000.

2. Hamilton Tree Service, Inc., for an amount not to exceed \$1,050,000.

3. The Professional Tree Care Company, for an amount not to exceed \$1,050,000.

4. West Coast Arborists, Inc., for an amount not to exceed \$1,050,000.

Financial Implications: See report

Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

14. License Agreement – Aqua SuperPower, Inc. for Marine Electric Vessel Charging Station at K Dock at the Berkeley Marina

From: City Manager

Recommendation: Adopt a Resolution authorizing the City Manager to execute a license agreement with Aqua SuperPower, Inc. to install and operate a marine electric vessel charging station at K Dock at the Berkeley Marina for a period of 12 years.

Financial Implications: See report

Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

Consent Calendar

15a. Exploitation of Vulnerable Homeowners *(Reviewed by the Land Use, Housing & Economic Development Committee)*

From: Commission on the Status of Women

Recommendation: That Council refer to the City Manager to direct the Department of Health and Human Services and other relevant departments and divisions to draft materials, written and visual (DVDs/VHS) to provide to homeowners vulnerable to exploitation, those being older and minority homeowners subject to exploitation from realtors, appraisers, lenders, speculators and others. For the appropriate department or division to identify a means of distribution of these materials to locations frequented by older and minority homeowners including senior centers, community organizations, medical providers and faith-based organizations. To promote the availability of these materials through public notices and local media. To return to Council with the draft materials and proposed locations of distribution within 6 months of the passage of this recommendation at Council. That in addition to English, materials be written, spoken, and otherwise communicated in other languages in which residents in Berkeley communicate.

Policy Committee Recommendation: Send the commission item and the companion report to the City Council with a qualified positive recommendation that the Council refer the items to the Commission on Aging for further development. Further recommend that the Commission on Aging research existing models and templates, and consider a regional approach to design and distribution materials.

Financial Implications: See report

Contact: Okeya Vance-Dozier, Commission Secretary, (510) 981-7100

15b. Companion Report: Exploitation of Vulnerable Homeowners *(Reviewed by the Land Use, Housing & Economic Development Committee)*

From: City Manager

Recommendation: Support the Policy Committee's recommendation for this item.

Policy Committee Recommendation: Send the commission item and the companion report to the City Council with a qualified positive recommendation that the Council refer the items to the Commission on Aging for further development. Further recommend that the Commission on Aging research existing models and templates, and consider a regional approach to design and distribution materials.

Financial Implications: See report

Contact: Scott Gilman, Health, Housing, and Community Services, (510) 981-5100

Council Consent Items

16. **Berkeley Juneteenth Festival: Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Funds**

From: Councilmember Bartlett (Author), Mayor Ishii (Co-Sponsor)

Recommendation: Approve the expenditure of funds, including \$2500 from Councilmember Bartlett for pre-planning of the Berkeley Juneteenth Festival (organized by Berkeley Juneteenth Association, Inc., 501(c)3), with funds relinquished to the City's General Fund for this purpose from the discretionary council office budget of Councilmember Bartlett and any other Councilmembers who would like to contribute.

Financial Implications: See report

Contact: Ben Bartlett, Councilmember, District 3, (510) 981-7130

Action Calendar

The public may comment on each item listed on the agenda for action. For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again during the Action Calendar public comment period on the item

The Presiding Officer will request that persons wishing to speak line up at the podium, or use the "raise hand" function in Zoom, to determine the number of persons interested in speaking at that time. If ten or fewer persons are interested in speaking on an individual agenda item, each speaker may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

Action items may be reordered at the discretion of the Chair with the consent of Council.

The Presiding Officer may open and close an additional comment period for Action items on this agenda (excluding any public hearings, appeals, and/or quasi-judicial matters), at the start of the Action Calendar. Those who speak on an item during this comment period may not speak a second time when the item is taken up by Council.

Action Calendar – Public Hearings

Staff shall introduce the public hearing item and present their comments. For certain hearings, this is followed by five-minute presentations each by first the appellant and then the applicant. The Presiding Officer will request that persons wishing to speak line up at the podium, or use the "raise hand" function in Zoom, to be recognized and to determine the number of persons interested in speaking at that time.

If ten or fewer persons are interested in speaking during a public hearing, each speaker may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may with the consent of persons representing both sides of an issue allocate a block of time to each side to present their issue.

When applicable, each member of the City Council shall verbally disclose all ex parte contacts concerning the subject of the hearing. Councilmembers shall also submit a report of such contacts in writing prior to the commencement of the hearing. Written reports shall be available for public review in the office of the City Clerk.

Action Calendar – Public Hearings

**17. Lease Agreement: Patpatia & Associates, Inc. for 125-127 University Avenue
From: City Manager**

Recommendation: Conduct a public hearing and upon conclusion, adopt first reading of an Ordinance executing a lease agreement with Patpatia & Associates, Inc. to lease second floor office space located at 125-127 University Avenue in the Berkeley Waterfront. The initial lease term is anticipated to begin July 1, 2026 and end June 30, 2029, with two-1-year options to extend.

Financial Implications: See report

Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

Public Comment – Items Not Listed on the Agenda

Adjournment

NOTICE CONCERNING YOUR LEGAL RIGHTS: *If you object to a decision by the City Council to approve or deny a use permit or variance for a project the following requirements and restrictions apply: 1) No lawsuit challenging a City decision to deny (Code Civ. Proc. §1094.6(b)) or approve (Gov. Code 65009(c)(5)) a use permit or variance may be filed more than 90 days after the date the Notice of Decision of the action of the City Council is mailed. Any lawsuit not filed within that 90-day period will be barred. 2) In any lawsuit that may be filed against a City Council decision to approve or deny a use permit or variance, the issues and evidence will be limited to those raised by you or someone else, orally or in writing, at a public hearing or prior to the close of the last public hearing on the project.*

Archived indexed video streams are available at: berkeleyca.gov/council-agendas.
Channel 33 rebroadcasts the following Wednesday at 9:00 a.m. and Sunday at 9:00 a.m.

Communications to the City Council are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service to the City Clerk Department at 2180 Milvia Street. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the City Clerk Department for further information.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at the City Clerk Department located on the first floor of City Hall located at 2180 Milvia Street, and through the City's online records portal: <https://records.cityofberkeley.info/>.

Agendas, agenda reports, and revised/supplemental material may be accessed via the online agenda for this meeting at: berkeleyca.gov/council-agendas and may be accessed at reference desks at the following locations:

City Clerk Department - 2180 Milvia Street, First Floor
Tel: 510-981-6900, TDD: 510-981-6903, Fax: 510-981-6901
Email: clerk@berkeleyca.gov

Libraries: Main – 2090 Kittredge Street,
Claremont Branch – 2940 Benvenue, West Branch – 1125 University,
North Branch – 1170 The Alameda, Tarea Hall Pittman South Branch – 1901 Russell

COMMUNICATION ACCESS INFORMATION:

This meeting is being held in a wheelchair accessible location.

To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at ada@berkeleyca.gov, (510) 981-6418 (V), or (510) 981-6347 (TDD) at least three business days before the meeting date.

Attendees at public meetings are reminded that other attendees may be sensitive to various scents, whether natural or manufactured, in products and materials. Please help the City respect these needs.

Captioning services are provided at the meeting, on B-TV, and on the Internet. In addition, assisted listening devices for the hearing impaired are available from the City Clerk prior to the meeting, and are to be returned before the end of the meeting.

If you have obtained interpretation services for your use during a City Council meeting and would like to request assistance, please contact the City Clerk Department at (510) 981-6900, clerk@berkeleyca.gov, or in-person during the meeting.

Questions regarding public participation may be addressed to the City Clerk Department (510) 981-6900 or by email at clerk@berkeleyca.gov.

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***I hereby certify that the agenda for this meeting of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City’s website, on April 30, 2026.***



Mark Numainville, City Clerk

## **Communications**

*Council rules limit action on Communications to referral to the City Manager and/or Boards and Commissions for investigation and/or recommendations. All communications submitted to Council are public record. Copies of individual communications are available for viewing at the City Clerk Department and through [Records Online](#).*

### **Budget Concerns**

1. Homeless Services Panel of Experts
2. Kristine Dixon
3. Walter Wood
4. Barbara Gilbert
5. David Lerman (2)
6. Tom Bellingham
7. Eric Friedman (2)
8. Julia Lauren
9. Joel Libove
10. Abhijit Bhat
11. Sarah Baughn
12. George Perezvelez
13. John F. Clarke
14. Fred Krieger

15. Jane Tierney
16. John Hershberger

### **Zoning**

17. Robert Cooperstein
18. Barbara Hadenfeldt
19. Victor Ichioka
20. John J. Parman (2)
21. Todd Andrew
22. Laura Klein
23. Margot Smith
24. Stephen Alpert (4)

### **Hopkins Street**

25. Alan Gould
26. Stephen Alpert
27. Heath Maddox
28. Eli Doberne-Rokach
29. Patty Lipinska
30. Katherine de Runtz
31. Ben Gerhardstein and Karen Parolek, on behalf of Walk Bike Berkeley, and Libby Lee-Egan, on behalf of North Berkeley Now!
32. Kim Haltiner
33. William Springer
34. Seth Gold
35. Bill Hickman
36. Sarah Wittmer
37. Shirley Kirsten (3)
38. Matthew Dimond
39. Grace Munakata
40. David White
41. Michela Lee
42. Josie Gerst
43. Michael Tompkins
44. Jennifer Cole
45. Leni Siegel
46. Calla Schmidt (and Silas)
47. Rachel Bradley
48. Michael Frantz
49. Carol Goines
50. Sonya Baehr (2)
51. Chris Hamilton
52. D.
53. Marguerite Lee
54. Ross Knight
55. Jean Weininger

**Repaving Request**

- 56. Aine Le
- 57. Etsuko Tobar
- 58. Sam Kessel
- 59. Kessa Giles
- 60. David Giles
- 61. Art Goldberg

**Rename City Park**

- 62. Daniel Borgstrom
- 63. judyandrich
- 64. Sally Nelson
- 65. Gerald Derblich
- 66. Virginia Browning (2)
- 67. Ken Blum
- 68. Jennifer Chou
- 69. Sherry Shannon
- 70. Everett Wetchler
- 71. Ryan Casey
- 72. Gianna Michael

**EMBER and Zone Zero**

- 73. Deirdre Duhan
- 74. Susan McCutchan
- 75. Jane Terjung & Bill Naylor
- 76. James H. Hurley
- 77. Mona Halaby
- 78. Irene Brydon
- 79. Cindy Larson
- 80. Chief David Sprague

**Gabe Catalfo Fields**

- 81. Celine Bonfils
- 82. Orion and Brie Fulton
- 83. Irene Reyes-Kaludi, on behalf of Bay Area Adult Soccer League and Ted Steen, on behalf of Eastshore Alliance Futbol Club

**Street Sweeping**

- 84. David Lerman
- 85. Scott Stewart

**Ferry Project Comments and DEIR**

- 86. Charley Paffenbarger
- 87. Liza McNulty
- 88. Mike Vandeman
- 89. Clifford Fred
- 90. Paul Kamen (5)

**Berkeley World Cup Logo**

- 91. Jeffrey Church, on behalf of Visit Berkeley

**SF Mime Troop**

92. Summer Brenner

**Parking Meters**

93. Lucas Miller

**Promoting Local Businesses**

94. Eric Friedman

**Blue Curb at 1231 Addison**

95. Alfred Twu

**Parking at 6<sup>th</sup> & Bancroft Way**

96. Rachel Berry

**Crosswalk at College Avenue and Garber Street**

97. Anne Whyte

**Tier 2 Transit Stops in Berkeley**

98. Ron Kelly

**UC Berkeley Construction and Noise Concerns**

99. Julia Lauren

100. Daniel Auten

**Proclamation Request**

101. Jo-Hsin (Stacy) Tang

**2128 Oxford Street and Zoning Adjustments Board Meeting**

102. Steven Schuyler (8)

**Daylighting Law Concerns**

103. Shirley Kirsten (4)

**Missing Person Report Concerns**

104. Hanifea Click (2)

105. Desma Patterson (2)

106. Angela Floyd

107. Jody

**Animal Rights Concerns**

108. Matthew A. King

109. Richard Woods

**Shen Yun Performances**

110. Joel Ng

**Access to Basic Needs Concerns**

111. Elizabeth Johnston (2)

**Public Disturbance**

112. Elizabeth Johnston (2)

**Public Radio**

113. Eid

### **Trafficking Concern**

114. Jodi Schiller

### **Links and Forwards**

115. russbumper (4)

116. crustyrusty

### **Upcoming Events**

117. Adriana Betti, on behalf of R.I.S.E.

118. Daley Michael, on behalf of Shake Shack (2)

119. Downtown Berkeley Association

120. Visit Berkeley

121. Port of Oakland

122. Berkeley Art Center

### **eScooters**

123. Robert Borghese (12)

124. Carson Lepre/Anosh Dumasia/Antonio Vargas on behalf of Veo (12)

### **Supplemental Communications and Reports**

*Items received by the deadlines for submission will be compiled and distributed as follows. If no items are received by the deadline, no supplemental packet will be compiled for said deadline.*

- **Supplemental Communications and Reports 1**  
Available by 5:00 p.m. five days prior to the meeting.
- **Supplemental Communications and Reports 2**  
Available by 5:00 p.m. the day before the meeting.
- **Supplemental Communications and Reports 3**  
Available by 5:00 p.m. two days following the meeting.



ORDINANCE NO. 8,006-N.S.

AUTHORIZING THE SALE OF CITY PROPERTY AT 1631 5<sup>th</sup> STREET

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. Findings

- a. The vacant land located at 1631 5<sup>th</sup> Street was purchased in the 1970s by the City of Berkeley's Redevelopment Agency using Community Development Block Grant Funds (CDBG).
- b. The property at 1631 5<sup>th</sup> Street was received by the City of Berkeley in 2011 as the successor to the City's Redevelopment Agency and the property is exempt surplus land so the City may sell the property at market rate.
- c. The City obtained a market value appraisal of the level, vacant site at 1631 5<sup>th</sup> Street for \$650,000 in October 2025.
- d. Proceeds of the sale must be applied to the City's Community Development Block Grant Fund (CDBG). Revenue generated from the sale of the property will be deposited into Fund 128 (CDBG fund).
- e. City Charter Article VIII, Section 44(7) requires that the sale of public real property shall be by City Ordinance.
- f. This action is consistent with the direction provided by City Council in closed session on March 16, 2026.

Section 2. The sale of 1631 5th Street is hereby approved, and the City Manager is hereby authorized to execute all necessary documents to complete that sale and transfer the property.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a regular meeting of the Council of the City of Berkeley held on April 28, 2026, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Blackaby, Humbert, Kesarwani, Lunaparra, O'Keefe, Taplin, Tregub, and Ishii.

Noes: None.

Absent: None.

ORDINANCE NO. 8,007-N.S.

AMENDMENTS TO THE RESIDENTIAL DISTRICT CHAPTER (BMC 23.202), MANUFACTURING DISTRICT CHAPTER (BMC 23.206), GENERAL DEVELOPMENT STANDARDS CHAPTER (23.304), ACCESSORY DWELLING UNIT CHAPTER (23.306), PARKING AND LOADING CHAPTER (23.322), DENSITY BONUS CHAPTER (23.330), APPEALS AND CERTIFICATIONS CHAPTER (23.410), AND GLOSSARY CHAPTER (23.502) TO CONFORM TO STATE LAW, CORRECT ERRORS, CLARIFY LANGUAGE, AND CODIFY EXISTING PRACTICE

BE IT ORDAINED by the Council of the City of Berkeley as follows:

**Section 1.** That line “Multi-Family” within “Residential Uses” in Table 23.202-1 Allowed Land Uses In Residential Districts within BMC Chapter 23. 202.020 is amended to read as follows:

| ZC = Zoning Certificate<br>AUP = ADMINISTRATIVE USE PERMIT<br>UP(PH) = Use Permit<br>NP = Not Permitted<br>* Use-Specific Regulations Apply<br>**Required permits for specific uses are set forth in the R-BMU Master Development Permit (MDP). See 23.202.150(A) and 23.202.150(D). | RESIDENTIAL DISTRICTS |      |     |      |        |        |        |        |        |         | USE-SPECIFIC REGULATIONS APPLIES TO USES WITH AN ASTERISK FOLLOWING THE PERMIT REQUIREMENT (E.G., ZC*) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------|-----|------|--------|--------|--------|--------|--------|---------|--------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                      | R-1                   | ES-R | R-2 | R-2A | R-3    | R-4    | R-5    | R-S    | R-SMU  | R-BMU** |                                                                                                        |
| <b>Residential Uses</b>                                                                                                                                                                                                                                                              |                       |      |     |      |        |        |        |        |        |         |                                                                                                        |
| Multi-Unit Residential                                                                                                                                                                                                                                                               | ZC                    | NP   | ZC  | ZC   | UP(PH) | UP(PH) | UP(PH) | UP(PH) | UP(PH) | UP(PH)  | 23.302.070(H)                                                                                          |
|                                                                                                                                                                                                                                                                                      |                       |      |     |      |        |        |        |        |        |         |                                                                                                        |

**Section 2.** That Table 23.202-2 R-1 Development Standards within BMC Chapter 23.202.050 is amended to read as follows:

**Table 23.202-2: R-1 Development Standards**

| BASIC STANDARDS                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          | SUPPLEMENTAL STANDARDS           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------|
| Lot Area for New Lots, Minimum                                                                                                                                                                                                                                                                                                                                                                                                                                    | 5,000 sq. ft.            | 23.304.020 – Lot Requirements    |
| Usable Open Space per 1,000 sq. ft. Residential Floor Area Minimum                                                                                                                                                                                                                                                                                                                                                                                                | 150 sq. ft.              | 23.304.090 – Usable Open Space   |
| Floor Area Ratio, Maximum                                                                                                                                                                                                                                                                                                                                                                                                                                         | No Maximum               |                                  |
| Main Building Height                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          | 23.304.050 – Building Height     |
| New Buildings and Additions                                                                                                                                                                                                                                                                                                                                                                                                                                       | 35 ft. and 3 stories [1] |                                  |
| Within 15 ft. of Rear Property Line                                                                                                                                                                                                                                                                                                                                                                                                                               | 22 ft.                   |                                  |
| Residential Density (du/acre)                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          | 23.106.100 – Residential Density |
| Minimum                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 10                       |                                  |
| Maximum                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 70                       |                                  |
| Lot Line Setbacks, Minimum                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          | 23.304.030 -- Setbacks           |
| Front                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 5 ft. [2]                |                                  |
| Rear                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 5 ft. [2]                |                                  |
| Interior Side                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 4 ft.                    |                                  |
| Street Side                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 4 ft.                    |                                  |
| Building Separation, Minimum                                                                                                                                                                                                                                                                                                                                                                                                                                      | 5 ft.                    |                                  |
| Lot Coverage, Maximum                                                                                                                                                                                                                                                                                                                                                                                                                                             | 60%                      | 23.304.120 – Lot Coverage        |
| <p>Notes:</p> <p>[1] A project that includes a pitched roof is permitted a 35-foot maximum eave height and a maximum roof height of 38 feet. A project with a 35-foot flat roof is permitted an additional 5 feet height allowance for a stair, elevator or other rooftop access feature. Such a feature shall not exceed 15% of the average floor area of all of the building's stories.</p> <p>[2] Front and rear setbacks must add up to at least 20 feet.</p> |                          |                                  |

Section 3. That Table 23.202-5 R-2 Development Standards within BMC Chapter 23.202.080 is amended to read as follows:

**Table 23.202-5: R-2 Development Standards**

| BASIC STANDARDS                                                                                                                                                                                                                                                                                                                                                          |                          | SUPPLEMENTAL STANDARDS           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------|
| Lot Area for New Lots, Minimum                                                                                                                                                                                                                                                                                                                                           | 5,000 sq. ft.            | 23.304.020 – Lot Requirements    |
| Usable Open Space per 1,000 sq. ft. Residential Floor Area Minimum                                                                                                                                                                                                                                                                                                       | 150 sq. ft.              | 23.304.090 – Usable Open Space   |
| Floor Area Ratio, Maximum                                                                                                                                                                                                                                                                                                                                                | No Maximum               |                                  |
| Main Building Height                                                                                                                                                                                                                                                                                                                                                     |                          |                                  |
| New Buildings and Additions                                                                                                                                                                                                                                                                                                                                              | 35 ft. and 3 stories [1] | 23.304.050 – Building Height     |
| Within 15 ft. of Rear Property Line                                                                                                                                                                                                                                                                                                                                      | 22 ft.                   |                                  |
| Residential Density (du/acre)                                                                                                                                                                                                                                                                                                                                            |                          |                                  |
| Minimum                                                                                                                                                                                                                                                                                                                                                                  | 10                       | 23.106.100 – Residential Density |
| Maximum                                                                                                                                                                                                                                                                                                                                                                  | 70                       |                                  |
| Lot Line Setbacks, Minimum                                                                                                                                                                                                                                                                                                                                               |                          |                                  |
| Front                                                                                                                                                                                                                                                                                                                                                                    | 5 ft. [2]                | 23.304.030- Setbacks             |
| Rear                                                                                                                                                                                                                                                                                                                                                                     | 5 ft. [2]                |                                  |
| Interior Side                                                                                                                                                                                                                                                                                                                                                            | 4 ft.                    |                                  |
| Street Side                                                                                                                                                                                                                                                                                                                                                              | 4 ft.                    |                                  |
| Building Separation, Minimum                                                                                                                                                                                                                                                                                                                                             | 5 ft.                    |                                  |
| Lot Coverage, Maximum                                                                                                                                                                                                                                                                                                                                                    | 60%                      | 23.304.120—Lot Coverage          |
| Notes:                                                                                                                                                                                                                                                                                                                                                                   |                          |                                  |
| [1] A project that includes a pitched roof is permitted a 35-foot maximum eave height and a maximum roof height of 38 feet. A project with a 35-foot flat roof is permitted an additional 5 feet height allowance for a stair, elevator or other rooftop access feature. Such a feature shall not exceed 15% of the average floor area of all of the building's stories. |                          |                                  |
| [2] Front and rear setbacks must add up to at least 20 feet.                                                                                                                                                                                                                                                                                                             |                          |                                  |

Section 4. That Table 23.202-9 R-2A Development Standards within BMC Chapter 23.202.090 is amended to read as follows:

**Table 23.202-9: R-2A Development Standards**

| BASIC STANDARDS                                                                                                                                                                                                                                                                                                                                                          |                          | SUPPLEMENTAL STANDARDS           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------|
| Lot Area for New Lots, Minimum                                                                                                                                                                                                                                                                                                                                           | 5,000 sq. ft.            | 23.304.020—Lot Requirements      |
| Usable Open Space per 1,000 sq. ft. Residential Floor Area Minimum                                                                                                                                                                                                                                                                                                       | 150 sq. ft.              | 23.304.090-Usable Open Space     |
| Floor Area Ratio, Maximum                                                                                                                                                                                                                                                                                                                                                | No Maximum               |                                  |
| Main Building Height                                                                                                                                                                                                                                                                                                                                                     |                          |                                  |
| New Buildings and Additions                                                                                                                                                                                                                                                                                                                                              | 35 ft. and 3 stories [1] | 23.304.050—Building Height       |
| Within 15 ft. of Rear Property Line                                                                                                                                                                                                                                                                                                                                      | 22 ft.                   |                                  |
| Residential Density (du/acre)                                                                                                                                                                                                                                                                                                                                            |                          |                                  |
| Minimum                                                                                                                                                                                                                                                                                                                                                                  | 10                       | 23.106.100 – Residential Density |
| Maximum                                                                                                                                                                                                                                                                                                                                                                  | 70                       |                                  |
| Lot Line Setbacks, Minimum                                                                                                                                                                                                                                                                                                                                               |                          |                                  |
| Front                                                                                                                                                                                                                                                                                                                                                                    | 5 ft. [2]                | 23.304.030--Setbacks             |
| Rear                                                                                                                                                                                                                                                                                                                                                                     | 5 ft. [2]                |                                  |
| Interior Side                                                                                                                                                                                                                                                                                                                                                            | 4 ft.                    |                                  |
| Street Side                                                                                                                                                                                                                                                                                                                                                              | 4 ft.                    |                                  |
| Building Separation, Minimum                                                                                                                                                                                                                                                                                                                                             | 5 ft.                    |                                  |
| Lot Coverage, Maximum                                                                                                                                                                                                                                                                                                                                                    | 60%                      | 23.304.120—Lot Coverage          |
| Notes:                                                                                                                                                                                                                                                                                                                                                                   |                          |                                  |
| [1] A project that includes a pitched roof is permitted a 35-foot maximum eave height and a maximum roof height of 38 feet. A project with a 35-foot flat roof is permitted an additional 5 feet height allowance for a stair, elevator or other rooftop access feature. Such a feature shall not exceed 15% of the average floor area of all of the building's stories. |                          |                                  |
| [2] Front and rear setbacks must add up to at least 20 feet.                                                                                                                                                                                                                                                                                                             |                          |                                  |

Section 5. That BMC Section 23.206.030(A) is amended to read as follows:

**A. New Floor Area.** A project that creates new floor area for any use requires additional permits as shown in Table 23.206-2. Creation of new floor area includes:

1. Construction of new main buildings or accessory buildings;
2. Additions to existing buildings; or
3. The installation of new floor or mezzanine levels within or onto existing buildings.
4. New floor area does not include floor area associated with residential uses in the MU-R zoning district.

**Table 23.206-2. NEW FLOOR AREA PERMIT REQUIREMENTS**

| District/New Gross Floor Area       | Permit Required for New Floor Area |
|-------------------------------------|------------------------------------|
| M, MM                               |                                    |
| Less than 20,000 sq. ft.            | ZC                                 |
| 20,000 to less than 40,000 sq. ft.  | AUP                                |
| 40,000 sq. ft. or more              | UP(PH)                             |
| M-RD                                |                                    |
| Less than 60,000 sq. ft.            | ZC                                 |
| 60,000 to less than 100,000 sq. ft. | AUP                                |
| 100,000 sq. ft. or more             | UP(PH)                             |

| District/New Gross Floor Area      | Permit Required for New Floor Area |
|------------------------------------|------------------------------------|
| MU-LI                              |                                    |
| Less than 10,000 sq. ft.           | ZC                                 |
| 10,000 to less than 20,000 sq. ft. | AUP                                |
| 20,000 sq. ft. or more             | UP(PH)                             |
| MU-R                               |                                    |
| Less than 5,000 sq. ft.            | ZC                                 |
| 5,000 to less than 10,000 sq. ft.  | AUP                                |
| 10,000 sq. ft. or more             | UP(PH)                             |

Section 6. That BMC Section 23.206.030(C) is amended to read as follows:

**C. Major Residential Additions.**

1. Where Allowed/Required Permits.
  - (a) Major residential additions are not permitted in MU-LI district.
  - (b) Major residential additions in the M and MM districts are subject to the requirement in Section 23.324 (Nonconforming Uses, Structures, and Buildings).
2. **Recorded Acknowledgement.** For a residential addition in the MU-R district, the residential property owner shall record an acknowledgement on the title that existing or reasonably foreseeable adjacent land uses in the M and/or MM District may create noise, dust, odors, light/glare, and other impacts that shall not be considered a nuisance if they are developed and conducted pursuant to the standards of the district.

Section 7. That BMC Section 23.206.060(E) be amended to read as follows:

E. Permit Findings. See Section 23.206.110-Permit Findings

Section 8. That BMC Section 23.206.070(E) be amended to read as follows:

E. Permit Findings. See Section 23.206.110-Permit Findings

Section 9. That BMC Section 23.206.080(F) be amended to read as follows:

F. Permit Findings. See Section 23.206.110-Permit Findings

Section 10. That BMC Section 23.206.090(E) be amended to read as follows:

E. Permit Findings. See Section 23.206.110-Permit Findings

Section 11. That Table 23.206-14 MU-R Development Standards within BMC Chapter 23.206.090 is amended to read as follows

**Table 23.206-14: MU-R Development Standards**

| <b>BASIC STANDARDS</b>                            |               | <b>SUPPLEMENTAL STANDARDS</b>  |
|---------------------------------------------------|---------------|--------------------------------|
| Lot Area, Minimum                                 |               | 23.304.020 – Lot Requirements  |
| New Lot                                           | No minimum    |                                |
| Per Live/Work Unit                                | 1,250 sq. ft. |                                |
| Lot Width, Minimum                                | 40 ft.        |                                |
| Usable Open Space, Minimum                        |               | 23.304.090 – Usable Open Space |
| Per 1,000 sq. ft. of gross residential floor area | 150 sq. ft.   |                                |
| Per Live/Work Unit                                | 40 sq. ft.    |                                |
| Floor Area Ratio, Maximum, Non-Residential        | 1.5 [1]       | 23.106.050 - Floor Area Ratio  |
| Residential Density (DU/acre)                     |               | 23.106.100 – Residential       |
| Minimum                                           | 20            |                                |

|                                                                                                                                                                                                                                                                                                                                                                          |                          |                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------|
| Maximum                                                                                                                                                                                                                                                                                                                                                                  | 70                       | Density                      |
| Main Building Height, Maximum                                                                                                                                                                                                                                                                                                                                            |                          | 23.304.050 - Building Height |
| Live/work                                                                                                                                                                                                                                                                                                                                                                | 28 ft. and 3 stories [2] |                              |
| Residential or mixed-use [3]                                                                                                                                                                                                                                                                                                                                             | 35 ft. or 3 stories [4]  |                              |
| Within 15 ft. of rear property line                                                                                                                                                                                                                                                                                                                                      | 22 ft.                   |                              |
| All other uses                                                                                                                                                                                                                                                                                                                                                           | 35 ft. and 2 stories [5] |                              |
| Lot Line Setbacks, Minimum                                                                                                                                                                                                                                                                                                                                               |                          | 23.304.030 – Setbacks        |
| Front                                                                                                                                                                                                                                                                                                                                                                    | 5 ft.                    |                              |
| Rear                                                                                                                                                                                                                                                                                                                                                                     | No minimum [6]           |                              |
| Interior Side                                                                                                                                                                                                                                                                                                                                                            | No minimum               |                              |
| Street Side                                                                                                                                                                                                                                                                                                                                                              | 5 ft.                    |                              |
| Building Separation, Minimum                                                                                                                                                                                                                                                                                                                                             | 5 ft.                    |                              |
| Lot Coverage, Maximum                                                                                                                                                                                                                                                                                                                                                    | No maximum.              |                              |
| Notes:                                                                                                                                                                                                                                                                                                                                                                   |                          |                              |
| [1] Maximum 1.5 for buildings with 50 percent or more live/work floor area                                                                                                                                                                                                                                                                                               |                          |                              |
| [2] Maximum 35 ft. with a Use Permit.                                                                                                                                                                                                                                                                                                                                    |                          |                              |
| [3] Mixed use is defined here as a building with 50 percent or more of gross floor area used for residential (including live/work) purposes.                                                                                                                                                                                                                             |                          |                              |
| [4] A project that includes a pitched roof is permitted a 35-foot maximum eave height and a maximum roof height of 38 feet. A project with a 35-foot flat roof is permitted an additional 5 feet height allowance for a stair, elevator or other rooftop access feature. Such a feature shall not exceed 15% of the average floor area of all of the building's stories. |                          |                              |
| [5] Maximum 3 stories for arts/craft studios and light manufacturing (with no other non-residential uses) on a block without dwelling units.                                                                                                                                                                                                                             |                          |                              |
| [6] Minimum 5 ft. if rear of lot abuts a street.                                                                                                                                                                                                                                                                                                                         |                          |                              |

Section 12. That BMC Section 23.206.090(B)(7) is amended to read as follows:

7. *Mixed-Use Residential.* To approve an AUP or Use Permit to establish or expand a mixed-use residential building in the MU-R district, the review authority must find that the specific combination of proposed residential and non-residential uses will

not be hazardous or detrimental to persons living and/or working on the site or within the project vicinity.

Section 13. That BMC Section 23.304.100(D)(1) is amended to read as follows:

1. All multi-unit dwellings shall have an unobstructed walkway for pedestrian access from the public right-of-way to the building.

Section 14. That BMC Section 23.306.030(A)(2) is amended to read as follows:

2. Duplex or Multi-Unit Dwelling Conversion. Interior ADU(s) must be created entirely through non-habitable residential portions of an existing main building that are not within the living space of a dwelling unit (e.g. basement, attic, garages, storage room).

Section 15. That BMC Section 23.306.040(C)(4) is amended to read as follows:

1. The Junior ADU shall not be sold separately from the main building;
2. The ADU shall not be sold separately from the main building unless the conditions of BMC 23.306.040(D) ADUs Developed by a Qualified Nonprofit Developer are met;
3. The ADU and/or Junior ADU shall not be rented for a term that is shorter than 30 days; and
4. If the property includes a Junior ADU, the Junior ADU or the Single Family Dwelling in which the Junior ADU is located shall be owner-occupied. Owner-occupancy shall not be required if the JADU and the Single Family Dwelling do not share sanitation facilities, or if the owner is another governmental agency, land trust, or housing organization.

Section 16. That BMC Section 23.322.040(D)(2) is amended to read as follows:

2. **Offices in R-4 and R-5 Districts.** The ZAB may approve a Use Permit to allow offices in the R-4 or R-5 district to share parking spaces with a multi-unit residential use. To approve the Use Permit, the ZAB must find that:

- (a) No more than 20 percent of the off-street parking spaces required for the multiple dwelling use will serve as required off-street parking for offices; and
- (b) The shared off-street parking spaces are located on the same lot as the offices that they serve or are on property under the same ownership within 300 feet from the offices.

Section 17. That BMC Section 23.322.050(A)(6)(c) is amended to read as follows:

- (c) Eligible Uses: Any commercial use portion of a mixed-use building which combines retail products stores and/or personal household services and multi-unit residential uses within the same building or located on the same lot (or contiguous lots as part of the same project).

Section 18. That line “R-1, R-1A, R-2” in Table 23.322-12 Land Uses Requiring Off-Street Loading Spaces within BMC Chapter 23.322.100 is amended to read as follows

| District | Land Use [1]                   |
|----------|--------------------------------|
| R-1, R-2 | Schools 10,000 sq. ft. or more |

Section 19. That BMC Section 23.326.070(C) is amended to read:

*C. Landmarks Preservation Commission Review.*

1. Any application for a Use Permit or AUP to demolish a non-residential building or structure that is 40 or more years old shall be forwarded to the Landmarks Preservation Commission (LPC) for review before consideration of the Use Permit or AUP.

- a. *Exception.* Projects that are vested pursuant to SB 330 shall be exempt from demolition review.

Section 20. That BMC Section 23.330.030(B) is deleted:

*B. Documentation Supporting Requests.* The City may request reasonable documentation from the applicant to support requested incentives/concessions.

Section 21. That title “Regulatory Agreements” for BMC Section 23.330.080 is amended to read as follows:

**23.330.080 Regulatory Agreements (Density Bonus)**

Section 22. That line “Staff-level Design Review” in Table 23.410-2 Appeal Subjects and Review Authority within BMC Chapter 23.410.020 is amended to read as follows

**Table 23.410-1: Appeal Subjects and Review Authority**

| ACTION                    | ORDINANCE SECTION | MAY BE APPEALED BY | IS APPEALED TO | MUST BE FILED WITHIN                           |
|---------------------------|-------------------|--------------------|----------------|------------------------------------------------|
| Staff-level Design Review | 23.406.070        | Any person         | DRC            | 14 days of posting the Notice of Design Review |

Section 23. That BMC Section 23.502.020(A) be amended to read as follows:

4. *Accessory Dwelling Unit.* An attached or detached secondary dwelling unit that is located on the same lot as a proposed or existing single family dwelling, duplex, multi-unit dwelling use, or group living accommodation and provides independent living facilities for one or more persons. An ADU must comply with local building, housing, safety and other code requirements, except as expressly modified in Chapter 23.306, and provide the following features independent of other dwelling units on the lot: Exterior or independent access to the ADU, living and sleeping quarters, a full kitchen, and a full bathroom. An ADU also includes the following: (a) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, or (b) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(a) *Junior Accessory Dwelling Unit (Junior ADU).* A unit that is contained entirely within the walls of an existing or proposed single family dwelling, or a single family dwelling unit’s attached garage. A Junior ADU must include a separate exterior entrance and, at minimum, an efficiency kitchen. A Junior ADU may include separate sanitation facilities or may share sanitary facilities with a single family dwelling.

Section 24. That BMC Section 23.502.020(M)(17) is amended to read as follows:

17. *Multi-Unit Dwelling.* A building, group of buildings, or portion of a building used or designed as two or more dwelling units.

Section 25. That BMC Section 23.502.020(R)(15) is amended to read as follows

**15. Retail, General.** A retail establishment engaged in the sales of personal, consumer, or household items to the customers who will use such items. This use includes antique stores, art galleries, arts and crafts supply stores, bicycle shops, building materials and garden supplies stores, clothing stores, computer stores, cosmetic/personal care items, department stores, drug paraphernalia stores, drug stores, fabric, textile and sewing supply shops, flower and plant stores, food product stores, furniture stores, garden supply stores, nurseries, gift/novelty shops, household hardware and housewares stores, household electronics/electrical stores, jewelry/watch shops, linen shops includes bedding, musical instruments and materials stores, office supply stores, paint stores, photography equipment supply stores, secondhand stores, sporting goods stores, stationery, cards and paper goods stores toy stores, variety stores and vehicle parts stores. This use excludes video rental stores, service of vehicle parts, and firearm/munition sales.

Section 26. That BMC Section 23.502.020(S)(31) is amended to read as follows

- 31. Structure.** Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground. A building is a structure for the purposes of this chapter.
- a. **Accessory Structure.** A detached structure, other than an accessory building, in which non-habitable uses or activities other than the principal use of the property are conducted. Residential accessory structures include, but are not limited to, enclosed structures such as garages, carports, garden or tool sheds, and non-enclosed structures such as, but not limited to, fences, gazebos, ground-mounted satellite dishes, skateboard ramps and wheelchair ramps. Non-residential accessory structures include, but are not limited to, storage buildings, garages, sheds and other outbuildings.
  - b. **Subterranean Structure.** A roofed structure constructed underground, with no building stories aboveground, of which the roof does not exceed 3 feet above the pre-existing grade. Such structures are either separated from a building or connected to a building only by a passageway or hallway with no openings to finished grade except for a doorway.
  - c. **Temporary Structure.** A tent, tent-house, trailer, mobile office, mobile home or other movable structure or other temporary structure whose construction does not require a building permit.
  - d. **Unenclosed Accessory Structure.** An accessory structure that does not have a roof, and/or does not have walls on more than two sides. Unenclosed accessory structures include, but are not limited to, pergolas, trellises, shade structures, arbors, retaining walls, solar energy equipment, ground or pole-mounted satellite dishes, play structures, skateboard ramps, tree houses and windmills.

Section 27. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a regular meeting of the Council of the City of Berkeley held on April 28, 2026, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Blackaby, Humbert, Kesarwani, Lunaparra, O'Keefe, Taplin, Tregub, and Ishii.

Noes: None.

Absent: None.



## ORDINANCE NO. 8,008-N.S.

ADOPT PROPOSED AMENDMENTS TO THE ZONING MAP TO REZONE 1646 AND  
1650 5<sup>th</sup> STREET TO MIXED USE-RESIDENTIAL (MU-R)

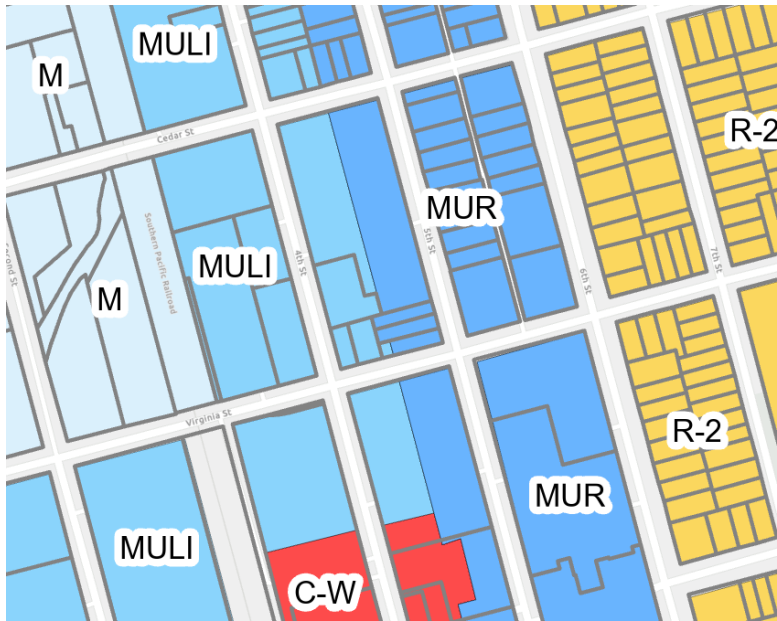
BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. Pursuant to Berkeley Municipal Code Section 23.412.060, the City Council makes the following findings to support the zoning map amendments:

1. The proposed amendments are consistent with the General Plan and any applicable specific plan or area plan. The zoning map amendments would be consistent and compatible with the General Plan, as the proposed rezoning involves two existing zoning districts and does not propose any modifications to the intents, allowed uses, or development standards of either district.
2. The proposed amendments are consistent with state law. The zoning map amendments are consistent with state law because they do not reduce the intensity of residential use allowed under the existing General Plan or zoning pursuant to Gov. Code section 66300(b)(1).
3. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare. The zoning map amendments are to unify the zoning district designations for two properties and would not create any new uses that would have detrimental impacts to the public interest, health, safety, convenience, and welfare of the City or its inhabitants. Additionally, the amendments would not create or exacerbate any nonconforming uses or conditions through the modification of the zoning district designations.
4. The proposed amendments are internally consistent with other applicable provisions of the Zoning Ordinance. The proposed amendments would rectify two instances of split-zoning and would not include uses inconsistent with the intent of the MU-R zoning district.
5. The affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses and development will comply with the Zoning Ordinance and General Plan and contribute to the health, safety, and welfare of the property, surrounding properties, and the community at large. The zoning map amendments do not change the physical or legal boundaries or characteristics of the two lots. The amendments will also align the zoning district designation with the existing land use of the properties and will ensure any future development on the lot will align with the purpose and intent of the MU-R zoning district.
6. The Mixed Use-Light Industrial (MU-LI) district's purpose is to "encourage the development of a mixed-use light industrial area" and "provide for the continued availability of manufacturing and industrial buildings for manufacturing uses." The proposed Zoning Map amendments would reduce the intensity of permitted manufacturing uses on the subject parcels, and place the parcels under a single zoning designation for the anticipated development of residential uses. As a result,

the proposed amendments are exempt from CEQA pursuant to CEQA Guidelines 14 Cal. Code. Regs Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the amendments may have a significant effect on the environment.

Section 2. The City of Berkeley Zoning Map is amended to read as follows:



Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a regular meeting of the Council of the City of Berkeley held on April 28, 2026, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Blackaby, Humbert, Kesarwani, Lunaparra, O’Keefe, Taplin, Tregub, and Ishii.

Noes: None.

Absent: None.



Office of the City Manager

CONSENT CALENDAR  
May 12, 2026

To: Honorable Mayor and Members of the City Council  
 From: Paul Buddenhagen, City Manager  
 Submitted by: Mark Numainville, City Clerk  
 Subject: Police Accountability Board – Appointment of New Member

RECOMMENDATION

Adopt a Resolution appointing a new member to the Police Accountability Board (PAB) nominated by Councilmember Tregub.

FISCAL IMPACTS OF RECOMMENDATION

All PAB commissioners are eligible to receive a stipend of up to \$300 per month.

CURRENT SITUATION AND ITS EFFECTS

There are currently four vacant seats on the PAB, including one alternate position.

Councilmember Tregub has nominated Stephanie Allan to serve on the Police Accountability Board. Stephanie Allan meets the eligibility criteria as verified by city staff in accordance with the requirements of the City Charter and may be appointed by a majority vote of the Council.

| <b>Commissioner</b>    | <b>Nominated By</b>     |
|------------------------|-------------------------|
| <i>vacant</i>          | Mayor Ishii             |
| Joshua Buswell-Charkow | Councilmember Kesarwani |
| <i>vacant</i>          | Councilmember Taplin    |
| Benjamin Nash          | Councilmember Bartlett  |
| <i>vacant</i>          | Councilmember Tregub    |
| Leah Wilson            | Councilmember O’Keefe   |
| Patrick DeTemple       | Councilmember Blackaby  |
| Joshua Cayetano        | Councilmember Lunaparra |
| Randy Wells            | Councilmember Humbert   |
| <i>vacant</i>          | Alternate               |

Article XVIII, Section 125, Part 6 of the City Charter states, “The Mayor and each City Councilmember shall nominate one candidate from an applicant pool at a meeting of the City Council and that each individual nominee must be approved by a majority vote of the City Council.”

Members of the Police Accountability Board must:

- Be a resident of the City
- Be at least 18 years of age
- Not be an employee, officer, or contractor with the City, a current sworn police officer from any agency, or a current employee, official, or representative of an employee association representing sworn police officers
- Be fair minded and objective with a demonstrated commitment to community service

The City Charter indicates that desirable qualities of a Board member are familiarity with human resources, law, police procedures, police oversight, or involvement in civil rights or community organizations and that the City Council shall endeavor to establish a Board that is broadly inclusive and reflective of race, ethnicity, age, gender identity, sexual orientation, economic status, neighborhoods, and various communities of interest in the City.

#### BACKGROUND

Measure II was adopted on November 3, 2020, by the voters of Berkeley to establish an Office of the Director of Police Accountability and create a new Police Accountability Board (hereafter “Board”), both of which are independent of the City Manager. The members of the Board are approved by vote of the full Council.

In June of 2021 the Mayor and Members of the City Council nominated and appointed the initial nine members of the PAB and also appointed one alternate commissioner.

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the subject of this report.

#### RATIONALE FOR RECOMMENDATION

The appointment is provided for by the City Charter and pursuant to the nomination submitted by Councilmember Tregub.

#### ALTERNATIVE ACTIONS CONSIDERED

None.

#### CONTACT PERSON

Mark Numainville, City Clerk, (510) 981-6900

Attachments:

1: Resolution

RESOLUTION NO. -N.S.

APPOINTMENT OF STEPHANIE ALLAN TO THE POLICE ACCOUNTABILITY BOARD

WHEREAS, Measure II was adopted on November 3, 2020 by the voters of Berkeley to create a new Police Accountability Board; and

WHEREAS, Article XVIII, Section 125, Part 6 provides for the Council's appointment of board members; and

WHEREAS, the Councilmember Tregub submitted a nominee for appointment by the full council; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Berkeley that the following applicant is hereby appointed to the Police Accountability Board:

| <b>Nominee</b>  | <b>Nominated By</b>  |
|-----------------|----------------------|
| Stephanie Allan | Councilmember Tregub |





Office of the City Manager

CONSENT CALENDAR

May 12, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Peter Radu, Assistant to the City Manager, Neighborhood Services  
Jordan Klein, Director, Planning and Development Department

Subject: Contract No. 32600118 Amendment: Clariti for Special Events Permitting Software

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend existing contract with Clariti Cloud, Inc. (Contract No. 32600118) to add a Special Event permitting module to the City's new permitting platform, in an amount not to exceed \$121,000, for a new total not-to-exceed amount of \$5,480,128.

FISCAL IMPACTS OF RECOMMENDATION

If approved, this recommendation will result in the encumbrance of \$121,000 to Contract Number 32600118, which includes:

- \$110,000 for a change order to the contract funding the design and build-out of the Special Events permitting module, including any required licensing; and
- A 10% contingency in the amount of \$11,000 to cover future change orders covering future unforeseen implementation needs.

Funding is currently in the City Manager's Office General Fund baseline budget for FY2026 and will be encumbered to the contract directly from that source.

CURRENT SITUATION AND ITS EFFECTS

The City's current Special Events permitting workflow is highly inefficient. Application intake, interdepartmental review, and approvals are largely performed via email. This workflow is highly susceptible to delays due to lost or overlooked emails or staff time off, creating cascading implications for the highly time-sensitive planning process associated with organizing a large event, which sometimes results in poor customer service for event organizers. Given the large and sustained increase in street and park events permitted by the City,<sup>1</sup> this system is no longer manageable.

<sup>1</sup> See: <https://berkeleyca.gov/sites/default/files/documents/2025-10-14%20Item%2014%20Changes%20to%20Special%20Events%20Permitting.pdf>

City staff have been discussing the need for a modern software tool to help manage the often highly complex, time-sensitive, multi-departmental process of reviewing and approving Special Events permits, receiving and processing fees, and communicating effectively with event organizers. On January 28, 2026, the Civic Arts Commission voted to approve a series of Event Producers Policy Recommendations, which included such recommendations as maintaining an online platform for events, enabling an electronic submission system, and unifying the workflow of permit approvals—all pointing towards an online special events permit processing platform. However, the cost and sheer workload associated with procuring, designing and implementing such a system has been beyond the budget and capacity of Neighborhood Services, a relatively small division that, in addition to Special Events, also manages the Homeless Response Team and homeless policy; Berkeley Animal Care Services; and Code Enforcement.

However, after the Planning and Development Department selected Clariti as the vendor to replace that Department's permit processing platform, staff in Neighborhood Services and Planning and Development began collaborating on a possible Special Events permitting module add-on. This culminated in a contract scope amendment proposal from Clariti to design and build such a module as an add-on to the forthcoming permit processing platform system to be designed for other City permits. The fee range provided by Clariti for this engagement is \$85,000 to \$110,000, reflecting variability in final product design, and subject to further engagement with Clariti to refine the scope of the project. Staff recommend building in an additional 10% contingency to cover future unforeseen implementation challenges, resulting in a total expense of \$121,000 to configure the core Special Events permitting workflows, fee structures, review types, inspections, and online portal intake on the new platform. Clariti has experience providing this type of service to other jurisdictions and was able to offer this price because of their existing project underway with the City. The City Manager's Office has identified funding in their FY26 baseline budget to cover these costs. Leveraging the City's new permitting platform through Clariti avoids the need to maintain a separate system, will reduce overall cost and implementation time, and establish a more consistent user experience across permit types and departments.

The proposed resolution would authorize the City Manager to amend the existing contract with Clariti to add Special Events permits to the existing scope of work and add an amount of \$121,000 to that contract's existing not-to-exceed total. Clariti was selected in a competitive process (RFP Specification No. 24-11661-C, Comprehensive Permit Management Software Solution). Design and build-out for the Special Event permitting module is expected to begin in early 2027 and, once underway, take roughly 3-4 months to complete. This work will follow initial implementation of the core permitting system.

This project advances the City's Strategic Plan goals to provide an efficient and financially-healthy City government; foster a dynamic, sustainable, and locally-based economy; and be a customer-focused organization that provides excellent, timely, easily-accessible service and information to the community.

Effective January 1, 2026, local agencies are required to satisfy noticing requirements for certain contracts for services that meet the criteria outlined in Government Code Section 3504.1 as amended by AB 339. This project does not meet the criteria in Government Code Section 3504.1 and is exempt from the noticing requirement.

### BACKGROUND

On October 14, 2025, Item 14: Changes to Special Events Permitting Fees and Requirements was presented as an Information report to the City Council, highlighting the strain placed on the organization by the large increase in street and park event permits since the pandemic.

On January 20, 2026, the City Council approved Resolution No. 72,090-N.S., authorizing the City Manager to contract with Clariti Cloud, Inc. to create a comprehensive permit management software solution for the City.

On January 28, 2026, the Civic Arts Commission voted to approve that the Event Producers Policy Recommendations be forwarded to Council. Staff are currently preparing a companion report to the Civic Arts Commission report.

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identified climate or sustainability impacts associated with the subject of this report.

### RATIONALE FOR RECOMMENDATION

The City's current Special Events permitting workflow (largely performed via email) is highly inefficient, disorganized, and bottlenecked through the sole individual FTE in Neighborhood Services who coordinates event permits. In an organization facing possible staff retrenchment in the FY27-28 budget, this status quo is no longer sustainable and proves highly cumbersome for staff and event organizers alike. Modern software solutions to streamline and manage the events permitting process exist and are currently used in neighboring jurisdictions such as Oakland.

### ALTERNATIVE ACTIONS CONSIDERED

None.

### CONTACT PERSON

Peter Radu, Assistant to the City Manager, Neighborhood Services, (510) 981-7045

Eryn Blackwelder, Senior Management Analyst, Planning and Development  
Department, (510) 981-7498

Attachments:  
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT AMENDMENT: AUTHORIZING THE CITY MANAGER TO AMEND EXISTING CONTRACT NO. 32600118 CLARITI CLOUD, INC. FOR COMPREHENSIVE SPECIAL EVENTS PERMIT MANAGEMENT SOFTWARE SOLUTION

WHEREAS, special events in Berkeley's streets and parks are a critical part of the City's cultural fabric and vibrancy; and

WHEREAS, current demand for special events in Berkeley has demonstrated the need for a software solution to manage the complex, multi-departmental review and approval of special events permits; and

WHEREAS, the City of Berkeley entered into Contract No. 32600118, pursuant to RFP Specification No. 24-11661-C, on January 21, 2026 with Clariti Cloud, Inc. for the creation of a comprehensive permit management software solution; and

WHEREAS, Clariti is prepared to amend this contract to add a special events permitting module to their scope; and

WHEREAS, funding in the amount of \$121,000 is available for this contract amendment in the General Fund for Fiscal Year 2026; and

WHEREAS, this contract amendment is exempt from the noticing requirements set forth in Government Code Section 3504.1.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to amend Contract No. 32600118 with Clariti Cloud, Inc. for the creation of a special events permitting module, in an amount not to exceed \$121,000, for a new Not to Exceed (NTE) total contract amount of \$5,480,128.





Office of the City Manager

CONSENT CALENDAR  
MAY 12, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Henry Oyekanmi, Director, Finance

Subject: Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on May 12, 2026

RECOMMENDATION

Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager's threshold will be returned to Council for final approval.

FISCAL IMPACTS OF RECOMMENDATION

Total estimated cost of items included in this report is **\$1,700,000.00**

| <u>PROJECT</u>                              | <u>Fund</u> | <u>Source</u>  | <u>Amount</u>         |
|---------------------------------------------|-------------|----------------|-----------------------|
| 2026 Alameda County Coordinator             | 336         | One-time Grant | 200,000.00            |
| Library Automated Materials Handling System | 101         | Library Tax    | \$1,500,000.00        |
| <b>Total:</b>                               |             |                | <b>\$1,700,000.00</b> |

CURRENT SITUATION AND ITS EFFECTS

On May 6, 2008, Council adopted Ordinance No. 7,035-N.S. effective June 6, 2008, which increased the City Manager's purchasing authority for services to \$50,000. As a result, this required report submitted by the City Manager to Council is now for those purchases in excess of \$100,000 for goods; and \$200,000 for playgrounds and construction; and \$50,000 for services. If Council does not object to these items being sent out for bid or proposal within one week of them appearing on the agenda, and upon final notice to proceed from the requesting department, the IFB (Invitation for Bid) or RFP (Request for Proposal) may be released to the public and notices sent to the potential bidder/respondent list.

Formal Bid Solicitations and Request for Proposals  
Scheduled for Possible Issuance After Council  
Approval on May 12, 2026

CONSENT CALENDAR  
MAY 12, 2026

BACKGROUND

On May 6, 2008, Council adopted Ordinance No. 7,035-N.S., amending the City Manager's purchasing authority for services

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The Finance Department reviews all formal bid and proposal solicitations to ensure that they include provisions for compliance with the City's environmental policies. For each contract that is subject to City Council authorization, staff will address environmental sustainability considerations in the associated staff report to City Council.

RATIONALE FOR RECOMMENDATION

Need for the goods and/or services.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Henry Oyekanmi, Director, Finance, 510-981-7326

Attachments:

- 1: Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on May 12, 2026
  - a. 2026 Alameda County Coordinator
  - b. Library Automated Materials Handling System

Note: Original of this attachment with live signature of authorizing personnel is on file in General Services.

| SPECIFICATION NO. | DESCRIPTION OF GOODS / SERVICES BEING PURCHASED | APPROX. RELEASE DATE | APPROX. BID OPENING DATE | INTENDED USE                                                                                                                                                                                                                                                    | ESTIMATED COST         | BUDGET CODE TO BE CHARGED          | DEPT. / DIVISION       | CONTACT NAME & PHONE                           |
|-------------------|-------------------------------------------------|----------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------------------|------------------------|------------------------------------------------|
| 26-11790-C        | 2026 Alameda County Coordinator                 | 5/13/26              | 6/15/2026                | The project includes professional services to educate, encourage, and develop county-wide collaboration and coordination among wildfire mitigation groups.                                                                                                      | \$ 200,000.00          | 336-72-741-831-0000-000-422-612990 | Fire/SPP               | Shanalee Gallagher<br>415-850-2122             |
| <b>Dept Total</b> |                                                 |                      |                          |                                                                                                                                                                                                                                                                 | <b>\$ 200,000.00</b>   |                                    |                        |                                                |
| 26-11791-C        | Library Automated Materials Handling System     | 5/13/26              | 6/15/2026                | Hardware and software solutions for automated materials handling systems at all 5 BPL locations:<br>Decommissioning and disposal of legacy system: intergration of new system with library data center, resources: staff training on new system ongoing support | \$ 1,500,000.00        | 101-22-241-263-0000-000-463-664110 | Library Administration | Bill Kolb 510-981-6103<br>bkolb@berkeleyca.gov |
| <b>Dept Total</b> |                                                 |                      |                          |                                                                                                                                                                                                                                                                 | <b>\$ 1,500,000.00</b> |                                    |                        |                                                |
| <b>TOTAL</b>      |                                                 |                      |                          |                                                                                                                                                                                                                                                                 | <b>\$ 1,700,000.00</b> |                                    |                        |                                                |





Office of the City Manager

CONSENT CALENDAR

May 12, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Gilman, Director, Health, Housing & Community Services Department

Subject: Contract No. 32100110 Amendment: JotForm, Inc. for a HIPAA Compliant Platform to Support Clinical Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or designee to execute an amendment to Contract No. 32100110 with JotForm, Inc. by adding \$39,831.60, bringing the contract total to an amount not to exceed \$149,049.60 and extending the end date through May 13, 2028.

FISCAL IMPACTS OF RECOMMENDATION

Funding in the amount of \$39,831.60 is included in Fiscal Year 2026 in Mental Health Realignment fund (Fund 158) to support clinical services.

CURRENT SITUATION AND ITS EFFECTS

Technology services provided through this contract provide support to clinical services for clients at the Berkeley High School & Berkeley Technology Academy Health Centers. Clients use this platform to independently request confidential services for mental health, reproductive health, and sexual health services. The current proposed amendment for \$39,831.60 will ensure that clinicians and the clinical care teams have continued access to appointment requests and data on previous requests during the next two years. New clients who have used JotForm thus far say that they appreciate having an easy way to request services and are surprised how quickly the health centers are able to respond to their request and make an appointment.

JotForm is a temporary solution until the City's Electronic Health Record (EHR) system can be updated to provide the same services. Due to resource limitations, an upgrade for the Electronic Health Record (EHR) system and the module that would enhance the service model in the same way as JotForm has been delayed, necessitating this contract extension recommendation.

Effective January 1, 2026, local agencies are required to satisfy noticing requirements for certain contracts for services that meet the criteria outlined in Government Code Section 3504.1 as amended by AB 339. This project does not meet the criteria in Government Code Section 3504.1 and is exempt from the noticing requirement.

### BACKGROUND

JotForm provides a HIPAA compliant server that increases clients' access to the Health Center by providing a confidential link to request services. Service areas that clients can request an appointment for include: first aid, counseling, reproductive, and sexual health services. JotForm has been readily adopted by the adolescent population served by the Health Center.

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects, sustainability opportunities, or climate impacts associated with the subject of this report.

### RATIONALE FOR RECOMMENDATION

JotForm removes barriers for access to care for adolescent clients. Clients can request services from this platform anywhere they can access a smart device and internet. The high school health centers continue to be a resource for students who need reproductive and sexual health, first aid, and counseling services. Increasing accessibility to these services supports public health goals of improving the health and well-being of the community.

### ALTERNATIVE ACTIONS CONSIDERED

Ceasing to use JotForm at this point would reduce access to health care for the high school health center population. While there would be a-cost savings, reducing access to health care is not consistent with the Mental Health Division's mission to increase access, and therefore not recommended.

### CONTACT PERSON

Jeffrey Buell, Manager of Mental Health Services, (510) 981-7682  
Conor Murphy, Associate Management Analyst, HHCS, (510) 981-7611

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 32100110 AMENDMENT: JOTFORM, INC FOR A HIPAA  
COMPLIANT PLATFORM TO SUPPORT CLINICAL SERVICES

WHEREAS, Berkeley's Public Health Division originally contracted with JotForm, Inc, in May 2020 for a HIPAA compliant platform for clinical support of clients at the Berkeley High School and Berkeley Technology Academy Health Centers; and

WHEREAS, the Public Health Division originally identified JotForm, Inc early in the COVID-19 pandemic to fill an immediate need for a HIPAA compliant online software for COVID testing/vaccination consents, Vital Statistics appointments, and referrals for Mental Health services at the Berkeley High School Health Center; and

WHEREAS, JotForm, Inc provides a HIPAA-compliant server that increases client's accessibility to the health centers by providing a confidential link to request services pertaining to first aid needs, counseling, reproductive, and sexual health services; and

WHEREAS, JotForm, Inc's services complement those provided by the City and other community health care providers, and support public health goals of improving the health and well-being of the community; and

WHEREAS, this contract is exempt from the noticing requirements set forth in Government Code Section 3504.1; and

WHEREAS, these services are still required due to the delay in Electronic Health Record (EHR) system updates and enhancements due to resource limitations; and

WHEREAS, on May 10, 2022, by Resolution No. 70,339-N.S., City Council authorized the City Manager to approve amending Contract No. 32100110 by adding \$17,808 increasing the not to exceed amount to \$55,794 and extending the end date to May 12, 2023; and

WHEREAS, on July 11, 2023, by Resolution No. 70,944-N.S., City Council authorized the City Manager to approve amending Contract No. 32100110 by adding \$53,424 increasing the not to exceed amount to \$109,218 and extending the end date through May 12, 2026; and

WHEREAS, funding is available in the Fiscal Year 2026 budget in Mental Health Realignment Fund Account 158-51-503-520-0000-000-451-651120-.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or designee is authorized to execute an amendment to Contract No. 32100110 and any subsequent amendments or extensions with JotForm, Inc. by adding \$39,831.60 increasing the not to exceed amount to \$149,049.60 and extending the end date through May 13, 2028, for the purpose of funding continued usage of a HIPAA compliant platform to support the clinical services for clients at the Berkeley High School

May 12, 2026

& Berkeley Technology Academy Health Centers within the City of Berkeley. A record signature copy of said contract to be on file in the office of the City Clerk.



Office of the City Manager

CONSENT CALENDAR

May 12, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Gilman, Director, Health, Housing, and Community Services

Subject: Contract No. 32300108 Fifth Amendment: Street Level Advisors, LLC for Housing Consulting Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager, or designee, to execute a fifth amendment to Contract No. 32300108 with Street Level Advisors, LLC increasing the contract by \$146,310 for consulting services in a total amount not to exceed \$562,260, with a contract end date of September 30, 2027.

FISCAL IMPACTS OF RECOMMENDATION

After the amendment, the total not-to-exceed amount of this contract will be \$562,260. The additional \$146,310 in funding will come from the administrative/program delivery set-aside portion of the Affordable Housing Mitigation Fee fund (Fund #120) and through the Ashby East Lot Exclusive Negotiation Agreement (ENA) payments (Fund #353), which will be made available for housing development consulting services through FY2026 Annual Appropriations Ordinance #2 and the FY2027 Annual Appropriations Ordinance #1, respectively.

CURRENT SITUATION AND ITS EFFECTS

The City has a contract with Street Level Advisors, LLC (SLA) to provide project management, community engagement, and technical expertise for the affordable housing programs implemented by the Department of Health, Housing, and Community Services' Housing and Community Services Division (HHCS/HCS). The initial contract along with the amendments are focused on maximizing the affordable housing potential of the proposed residential developments at the North Berkeley BART and Ashby BART sites. The contract also provides support for HCS' ongoing policy and programmatic work to implement the Housing Trust Fund (HTF) and inclusionary housing programs. This will be the fifth amendment to the contract to continue the ongoing affordable housing support for the North Berkeley and Ashby West BART sites, and ongoing support of the Ashby East Lot site, which will include support in developer selection, land negotiation, ENA negotiations, land transfer, and Surplus Lands Act compliance. The ENA will include payments owed by the selected development team to the City to cover staff and consultant time. It will also include clarifying and strengthening the City's partnership with the Berkeley Housing Authority (BHA) and its nonprofit arm, Affordable

Housing Berkeley, Inc (AHB) as it relates to the development of affordable housing at the BART sites.

Effective January 1, 2026, local agencies are required to satisfy noticing requirements for certain contracts for services that meet the criteria outlined in Government Code Section 3504.1 as amended by AB 339. This project does not meet the criteria in Government Code Section 3504.1 and is exempt from the noticing requirement.

### BACKGROUND

The Berkeley City Council committed \$53 million for the development of at least 35% affordable housing at the proposed residential housing development projects at North Berkeley and Ashby BART stations. City staff are working closely with BART and the selected development teams to maximize the affordability at each site and ensure a transparent and fair commitment to affordable housing. The scope of work has expanded in 2025 and 2026 to support the City Request for Proposals (RFP) for the East Lot and subsequent developer selection and negotiation processes. Additionally, BHA and AHB are critical partners in ensuring deep affordability at the BART sites, as their allocation of project-based Section 8 vouchers supports project feasibility and competitiveness for state funding sources. SLA continues to provide critical support to advance a transparent and fair commitment to affordable housing through policy planning and pre-development review.

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no environmental impacts related to amending the consultant contract.

### RATIONALE FOR RECOMMENDATION

Staff are continuing to work diligently with SLA to facilitate the affordable housing plans underway at Ashby and North Berkeley BART sites. The affordable housing plans for each site are unique and require complex financial and policy analysis that SLA has deeply engaged on and continues to be well suited to perform. While BART managed the developer selection processes at the North Berkeley BART and Ashby BART West lot sites, the City will be responsible for setting priorities and selecting developers for the Ashby BART East lot site. Working with SLA will ensure that the City advances these complex projects efficiently.

### ALTERNATIVE ACTIONS CONSIDERED

The Council may choose not to extend the contract. Staff will not be able to adequately support the BART housing projects or complete programmatic work without additional support from Street Level Advisors, LLC.

### CONTACT PERSON

Kelly deWolfe, Community Development Project Coordinator, HHCS, (510) 981-5424

Contract No. 32300108 Fifth Amendment:  
Street Level Advisors, LLC for Housing Consulting Services

CONSENT CALENDAR  
May 12, 2026

Attachments:  
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 32300108 FIFTH AMENDMENT: PERSONAL SERVICES  
CONTRACT WITH STREET LEVEL ADVISORS, LLC

WHEREAS, the City Council established a Housing Trust Fund (HTF) program to assist in the development and expansion of affordable housing to low- and moderate-income persons who either work or reside within the City of Berkeley, and authorized the City Manager to implement the HTF program; and

WHEREAS, this contract is exempt from the noticing requirements set forth in Government Code Section 3504.1; and

WHEREAS, on October 15, 2022, the Health, Housing and Community Services Department entered into a contract with Street Level Advisors, LLC (contract # 32300108) to provide project management and technical support to the City's affordable housing projects at the North Berkeley and Ashby BART stations for a total not to exceed \$49,500; and

WHEREAS, on May 9, 2023, Resolution 70,803 N.S., the City Council authorized a contract amendment with Street Level Advisors, LLC to increase the contract by \$50,000 for a total not to exceed amount of \$99,500; and

WHEREAS, on May 7, 2024, Resolution 71,300 N.S., the City Council authorized a contract amendment with Street Level Advisors, LLC to add up to \$100,000 for a total not to exceed amount of up to \$199,500 with a contract end date of June 30, 2025; and

WHEREAS, on February 11, 2025, Resolution 71,659 N.S., the City Council authorized a contract amendment with Street Level Advisors, LLC to add up to \$180,000 for a total not to exceed amount of up to \$379,500 with a contract end date of June 30, 2026; and

WHEREAS, on September 16, 2025, Resolution 71,959 N.S., the City Council authorized a contract amendment with Street Level Advisors, LLC to add up to \$36,450 for a total not to exceed amount of up to \$415,950 with a contract end date of December 31, 2026; and

WHEREAS, City staff identified a continued need for support in the development of the North Berkeley and Ashby West BART sites, and additional support with developer selection and negotiation for the Ashby East BART site; and

WHEREAS, \$146,310 will be available in the FY27 budget from Fund 120 and Fund 353 for Street Level Advisors to assist the City in its work on the BART site developments.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager, or designee, is authorized to amend Contract No. 32300108 with Street Level Advisors, LLC for personal services to add up to \$146,310 for a total not to exceed amount of up to \$562,260 with a contract end date of September 30, 2027.

May 12, 2026

BE IT FURTHER RESOLVED that the City Manager, or designee, is hereby authorized to execute all original or amended documents or agreements to effectuate this action; a signed copy of said documents, agreements and any amendments will be kept on file in the Office of City Clerk.





Office of the City Manager

CONSENT CALENDAR

May 12, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Gilman, Director, Health, Housing, and Community Services

Subject: Contract No. 32300207 Amendment: Easy Does It for Accessible Wheelchair Van Services for Seniors & the Disabled

RECOMMENDATION

Adopt a Resolution authorizing the City Manager, or designee, to amend Contract No. 32300207 with Easy Does It increasing the amount by \$57,000 for the period of July 1, 2026, through June 30, 2027, for a total contract amount not to exceed \$232,000. These services support accessible wheelchair van services to customers of the Aging Services Division's Berkeley Rides for Seniors & the Disabled program.

FISCAL IMPACTS OF RECOMMENDATION

Funding for the Easy Does it contract will be from Measure BB direct local distribution funds distributed by the Alameda County Transportation Commission. Funding in the amount of \$57,000 is available in the Fiscal Year 2027 (FY 2027) budget in Measure BB (Fund 136).

CURRENT SITUATION AND ITS EFFECTS

The City of Berkeley has had a Measure BB funded contract with Easy Does It since 2005. Contract No. 32300207 is set to expire on June 30, 2026. The contract with Easy Does It will allow Berkeley Rides for Seniors & the Disabled (BRSD) to continue to provide same-day and prescheduled rides for the City of Berkeley's senior and disabled wheelchair users.

Contract No. 32300207 has a waiver of competitive solicitation at the time the contract was issued. Easy Does It was the only local organization providing on-demand lift-equipped accessible wheelchair van service 7 days a week for BRSD consumers. The City intends to release an RFP for these services during the second quarter of the fiscal year.

BACKGROUND

BRSD is a supplemental transportation program that currently provides no cost taxi, accessible wheelchair and GoGo (Uber/Lyft) rides to eligible Berkeley seniors and disabled residents. Eligible Berkeley residents must be 70 years old or older. Residents registered with East Bay Paratransit services may be any age.

Easy Does It provides accessible wheelchair van service to wheelchair customers enrolled in BRSD. The service includes 7 day-a-week, same-day and advance-scheduled curb-to-curb transportation, and when necessary, door-to-door and door-through-door service. Customers are transported to destinations within the City of Berkeley and within 15 miles of the jurisdictional boundaries of Berkeley, including Oakland, Richmond, Walnut Creek, San Rafael, Fremont and San Francisco.

Effective January 1, 2026, local agencies are required to satisfy noticing requirements for certain contracts for services that meet the criteria outlined in Government Code Section 3504.1 as amended by AB 339. This contract does not meet the criteria in Government Code Section 3504.1 and is exempt from the noticing requirement.

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or opportunities associated with the subject of this report.

#### RATIONALE FOR RECOMMENDATION

Easy Does It provides an essential transportation service to wheelchair-bound City of Berkeley community members, supporting and strengthening their ability to live independently. BRSD continues to receive demand from wheelchair users for affordable and accessible wheelchair transportation services.

#### ALTERNATIVE ACTIONS CONSIDERED

If the City of Berkeley does not contract with Easy Does It to provide wheelchair van transportation, there would be a resulting gap in affordable and accessible transportation services for wheelchair bound senior and disabled community members in the City of Berkeley.

#### CONTACT PERSON

Mary Triston, Transportation Services Coordinator, HHCS, (510) 981-5135

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 32300207 AMENDMENT: EASY DOES IT FOR ACCESSIBLE  
WHEELCHAIR VAN SERVICE FOR SENIORS AND THE DISABLED

WHEREAS, Berkeley Rides for Seniors and the Disabled is an Aging Services Division transportation services program funded by Measure BB by the Alameda County Transportation Commission; and

WHEREAS, Measure BB funds an accessible wheelchair van program that provides transportation exclusively to wheelchair users needing lift-equipment wheelchair accessible van service; and

WHEREAS, the City Council approved Contract No. 32300207 with Easy Does It on April 11, 2023, for a not to exceed amount of \$175,000 for a term from July 1, 2023, to June 30, 2026, via Resolution No. 70,755-N.S., and

WHEREAS, this contract is exempt from the noticing requirements set forth in Government Code Section 3504.1; and

WHEREAS, funding is available for FY 2027 in Fund Measure BB (Fund 136).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager, or designee, is authorized to amend Contract No. 32300207 with Easy Does It increasing the amount by \$57,000 for a total contract amount not to exceed \$232,000 for the period July 1, 2026 through June 30, 2027. A record signature copy of said contract and any amendments shall be on file in the office of the City Clerk.





Office of the City Manager

10

CONSENT CALENDAR  
May 12, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Gilman, Director, Health, Housing, and Community Services

Subject: Contract No. 32300180 Amendment: GoGo Technologies, Inc. for  
Transportation Services for Seniors & the Disabled

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or designee, to amend Contract No. 32300180 with GoGo Technologies, Inc. for a 24/7 concierge call center to arrange rides with Uber and Lyft for the City's seniors and disabled community. This amendment will add \$500,000 in funding for the period of July 1, 2026, through June 30, 2027, for a not to exceed amount of \$1,000,000.

FISCAL IMPACT OF RECOMMENDATION

Funding for GoGo Technologies, Inc. contract in the amount of \$500,000 is available in Fiscal Year 2027 (FY 2027) budget in Fund 136 Measure BB Direct Local Distribution which is distributed by the Alameda County Transportation Commission (ACTC).

CURRENT SITUATION AND ITS EFFECTS

The City of Berkeley senior and disabled community continue to demonstrate a need for a supplemental transportation program. GoGo Technologies allows riders to book trips and receive assistance at any time and riders do not need a smartphone to register or request rides. Riders have reported the service to be more individualized, efficient, and accessible for its 24/7 availability.

BACKGROUND

BRSD is a supplemental transportation program that currently provides no cost taxi, accessible wheelchair and GoGo (Uber/Lyft) rides to eligible Berkeley seniors and disabled residents. Eligible Berkeley seniors must be 70 years old or older. Residents registered with East Bay Paratransit Services may be of any age.

Over the last several years, the demand for BRSD services has exceeded our resources. On March 24, 2025, [through an Off-Agenda Memo](#)<sup>1</sup>, Council was informed of

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<sup>1</sup> <https://berkeleyca.gov/sites/default/files/documents/2025-03-24%20Berkeley%20Rides%20for%20Seniors%20%20Disabled%20%281%29.pdf>

the Operational Changes to BRSD. In the reorganization of the program GoGo rides demonstrated to be a more sustainable way to continue serving vulnerable residents.

The City first contracted with GoGo Technologies on May 29, 2020, and has executed two contracts and two amendments. Requests for a waiver for competitive solicitation were granted for these contracts due to specialized services, including providing a 24/7 customer call center and does not require the use of a smartphone and a smartphone application for members of the senior and disabled community.

Contract No. 32300180 with GoGo Technologies, Inc. is set to expire on June 30, 2026. In the coming year during the term of the extension of this contract, an RFP will be issued for these services.

Effective January 1, 2026, local agencies are required to satisfy noticing requirements for certain contracts for services that meet the criteria outlined in Government Code Section 3504.1 as amended by AB 339. This contract does not meet the criteria in Government Code Section 3504.1 and is exempt from the noticing requirement.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Uber and Lyft have pledged to increase electric vehicle use by 2030 to cut greenhouse gas emissions, and their shared ride options can help reduce the number of cars on the road. Ride-hailing services also provide a convenient, lower-stress transportation alternative for older adults who stop driving due to safety or confidence concerns. Programs like BRSD’s GoGo further encourage seniors to give up personal vehicles, which can contribute to reduced emissions.

RATIONALE FOR RECOMMENDATION

In FY 2027, BRSD will be transitioning from its current on demand transportation program in providing both taxi and GoGo rides to providing solely GoGo rides. A contract amendment with GoGo Technologies, Inc. will allow BRSD to continue to provide a seamless, sustainable and cost-effective on demand transportation program for the City of Berkeley’s senior and disabled community.

ALTERNATIVE ACTIONS CONSIDERED

Council could decide not to approve this amendment. However, this would negatively impact the transportation options for the senior and disabled community.

CONTACT PERSON

Mary Triston, Transportation Services Coordinator, HHCS, (510) 981-5135

Attachments:  
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 32300180 AMENDMENT: FY 2027 GOGO TECHNOLOGIES, INC.  
FOR TRANSPORTATION SERVICES FOR SENIORS AND THE DISABLED

WHEREAS, Berkeley Rides for Seniors and the Disabled (BRSD) is an Aging Services Division transportation services program providing transportation services for over 965 City of Berkeley community members and is funded by Measure BB by the Alameda County Transportation Commission; and

WHEREAS, GoGo Technologies, Inc. is a 24/7 concierge call center that arranges rides with Uber and Lyft for the City's senior and disabled community; and

WHEREAS, the City executed Contract No. 32000236 with GoGo Technologies, Inc. on May 29, 2020, for a not to exceed amount of \$35,000 for a term from January 1, 2020, to December 31, 2020; and

WHEREAS, on May 11, 2021, the City Council of the City of Berkeley approved amending Contract No. 32000236 for an additional \$55,000 for a not to exceed amount off \$90,000 for a contract period beginning July 1, 2021, and ending June 30, 2022, via Resolution No. 69,837-N.S.; and

WHEREAS, on March 14, 2023, the City Council of the City of Berkeley approved to execute Contract No. 32300180 for an amount not to exceed \$350,000 for the period April 1, 2023, through June 30, 2026, via Resolution number 70,713-N.S.; and

WHEREAS, on September 30, 2025, the City Council of the City of Berkeley approved amending Contract No. 32300180 for an additional \$150,000 for an amount not to exceed \$500,000 for the period July 1, 2023 through June 30, 2026, via Resolution number 70,965-N.S.; and

WHEREAS, this contract is exempt from the noticing requirements set forth in Government Code Section 3504.1; and

WHEREAS, GoGo Technologies, Inc. existing contract with BRSD is set to expire on June 30, 2026; and

WHEREAS, funding for a GoGo Technologies, Inc. contract amendment will be from Measure BB funds in the amount of \$500,000. Funding is available in the FY 2027 Measure BB Fund (Fund 136).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager, or designee, is authorized to amend Contract No. 32300180 with GoGo Technologies, Inc. increasing the amount by \$500,000 for a total contract amount not to exceed \$1,000,000 to provide a 24/7 concierge call center to arrange rides with Uber and Lyft for the City of Berkeley's senior and disabled community from July 1, 2026 to June 30, 2027. A signed copy of said documents, agreements and any amendments shall be on file in the office of the City Clerk.





Office of the City Manager

CONSENT CALENDAR

May 12, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Gilman, Director of Health Housing and Community Services

Subject: Revenue Grant Agreements: Funding Support from Essential Access Health to Conduct Public Health Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or designee to submit a grant application to Essential Access Health, accept the grant, execute any resultant revenue agreement and amendment, and implement the projects and appropriation of funding for related expenses to conduct public health promotion, protection, and prevention services for the Essential Access Health revenue agreement in the projected amount of \$120,000 for April 1, 2026 to March 30, 2027.

FISCAL IMPACTS OF RECOMMENDATION

The City of Berkeley will receive funds in the projected amount of \$120,000 for Fiscal Year 2027 (FY 2027) that will be deposited and expensed from Fund 321, the C.F.P Title X Fund.

Spending of the referenced grant funds is subject to Council approval of the budget and the Annual Appropriations Ordinances. Depending on the timing of when grants are officially awarded and the amounts are determined, the grant budgets will be adjusted as part of the First Amendment to the FY 2027 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

As a local health jurisdiction, the City of Berkeley provides a broad range of public health program services to the community; with the goals of addressing health inequities, promoting healthy environments and behaviors, protecting residents from disease, and preventing illness, disability, and premature death. Grant funds will support clinical reproductive health services, as well as individual and community health education and outreach activities at the Berkeley High School Health Center and Berkeley Technology Academy Health Center (the High School Health Centers).

Essential Access Health is the administrator for California's Title X state family planning funds to provide clinical reproductive health services and education at the High School Health Centers. State Title X Funds are given to a non-profit agency, Essential Access

Health, and are then dispersed to local health jurisdictions throughout the State through a competitive grant process.

### BACKGROUND

The City of Berkeley receives funding from many sources annually to complete work related to improving the health of the community. As a local health jurisdiction, the City is committed to exploring opportunities for funding to support key initiatives to augment base funding resources. The Public Health Division is committed to providing essential services to the community, including clinical reproductive health services and education and outreach, to prevent the spread of disease and to promote healthy environments.

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or opportunities associated with the subject of this report.

### RATIONALE FOR RECOMMENDATION

These funds support vital services related to the City's mandates as a public health jurisdiction and local initiatives designed to address health inequities in Berkeley and improve the health of Berkeley residents. These competitive grants support the Department's mission and provide the City with funding to continue working to protect and improve the health of the community.

### ALTERNATIVE ACTIONS CONSIDERED

The Public Health Division assesses each funding source to ensure that it supports the City's mission and goals. The alternative action of not seeking any of these funding sources would result in not providing these public health services to the community.

### CONTACT PERSON

Lara Erlank, HSPS, HHCS, Public Health Division, (510) 644-6965

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

REVENUE GRANT: ESSENTIAL ACCESS HEALTH FOR CLINICAL REPRODUCTIVE HEALTH SERVICES AND HEALTH EDUCATION AND OUTREACH

WHEREAS, it is important to provide comprehensive clinical reproductive health services to individuals of reproductive age to plan their pregnancies and prevent and reduce sexually transmitted infections; and

WHEREAS, preconception/inter-conception care and education is a key part of family planning services; and

WHEREAS, adolescents require teen specific counseling and education; and

WHEREAS, the City of Berkeley Department of Health, Housing and Community Services, through Title X funds, will provide reproductive health services and education at the Berkeley High School Health Center and Berkeley Technology Academy Health Center; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services seeks to eliminate health and educational inequities; and

WHEREAS, the projected amount of the grant is \$120,000; and

WHEREAS, the City of Berkeley should seek outside funding wherever possible to fund vital health services.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or designee is hereby authorized to submit a grant application to Essential Access Health for April 1, 2026 – March 30, 2027 to support clinical reproductive health services, as well as individual and community health education and outreach activities; accept the grant funds; execute any resultant revenue agreements and amendments consistent with the grant award, which may be larger or smaller than the projected award of \$120,000; and implement the projects and appropriation of funding for related expenses, subject to securing the grant. Funds will be deposited and expensed from the C.F.P Title X Fund. A record signature copy of said agreements and any amendments shall be on file in the office of the City Clerk.





Office of the City Manager

CONSENT CALENDAR  
May 12, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Gilman, Director, Health, Housing, and Community Services

Subject: Revenue Grant Agreements: Funding Support from the State of California and Alameda County to Conduct Public Health Services

RECOMMENDATION

Adopt two Resolutions authorizing the City Manager or designee to submit grant agreements to the California Department of Public Health (CDPH) and Alameda County, to accept the grants, and execute any resultant revenue agreements and amendments to conduct public health promotion, protection, and prevention services for the following two revenue agreements:

1. **Tuberculosis (TB) Prevention and Control** in the projected amount of \$16,361 for Fiscal Year (FY) 2027 from CDPH. (Fund: 312)
2. **Public Health Infrastructure Program** in the projected amount of \$32,080 for FY 2027 from Alameda County. (Fund: 312)

FISCAL IMPACTS OF RECOMMENDATION

The City of Berkeley will receive funds for \$16,361 from the State of California and \$32,080 from the County of Alameda for FY 2027 from the sources listed above. There is no local match required for any of these grants. Each contract will be entered into the citywide contract management system database.

Spending of all grant funds is subject to Council approval of the budget and the Annual Appropriations Ordinances for each fiscal year. Depending on when grants are officially awarded and the final award amounts are determined, the grant budgets will be adjusted as part of a future amendment to the FY 2027 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

As a local health jurisdiction, the City of Berkeley delivers a wide range of public health programs and services designed to address health inequities, promote healthy environments and behaviors, protect residents from disease, and prevent illness, disability, and premature death. Funding from the State of California and Alameda County remains a critical source of support for these programs. For FY 2027, no

significant changes are anticipated in this funding. The following program areas supported by Local Assistance Funding:

1. **Tuberculosis (TB) Prevention and Control:** Funding supports activities aimed at reducing TB morbidity and mortality. This includes providing food, shelter, and incentives to improve treatment adherence, with the goal of increasing compliance and breaking the chain of transmission.
2. **Public Health Infrastructure Program:** Funding supports epidemiological surveillance, data management, and analysis to monitor community health trends. It also enables public health program evaluations, including assessments of health inequities and priorities identified in the Health Status Report and Community Health Assessment.<sup>1</sup>

### BACKGROUND

The City of Berkeley receives funding from multiple sources each year to advance initiatives that improve community health and well-being. As a designated local health jurisdiction, the City is responsible for meeting core public health objectives, which include disease prevention, health promotion, and addressing health disparities. To fulfill these responsibilities, Berkeley relies on targeted funding from the State of California and Alameda County, which supports essential programs and services.

These funds help the City sustain essential public health infrastructure, respond to emerging threats, and implement strategies that protect residents and advance equity. The Public Health Officer Unit, within the Health, Housing, and Community Services Department, leads these efforts by fostering healthy environments, reducing barriers to care, and ensuring access to resources that prevent illness and improve quality of life.

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or opportunities associated with the subject of this report.

### RATIONALE FOR RECOMMENDATION

These funds provide essential revenue to sustain the City of Berkeley's core responsibilities as a local public health jurisdiction. They also strengthen the Department's efforts to reduce health inequities and advance the overall well-being of the Berkeley community.

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<sup>1</sup> City of Berkeley. (n.d.). Community Health Assessment and Improvement Plan. Retrieved April 7, 2026, from <https://berkeleyca.gov/safety-health/public-health/community-health-assessment-and-improvement-plan>

ALTERNATIVE ACTIONS THAT WERE CONSIDERED

The Public Health Officer Unit assesses each funding source to ensure that it supports the City's mission and goals. Staff did not identify an alternative action consistent with the City's goals of advancing public health and social and racial equity.

CONTACT PERSON

Scott Gilman, Director HHCS, (517) 981-5404

Attachments:

- 1: Resolution: Tuberculosis (TB) Prevention and Control
- 2: Resolution: Public Health Infrastructure Program

RESOLUTION NO. ##,###-N.S.

GRANT AGREEMENT: CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR THE  
TUBERCULOSIS CONTROL PROGRAM FOR FISCAL YEAR 2027

WHEREAS, the City of Berkeley Department of Health, Housing, and Community Services, Public Health Officer Unit (HHCS/PHOU) is committed to conducting public health tuberculosis control and prevention activities and providing related services to ensure adherence to State and Federal standards; and

WHEREAS, HHCS/PHOU is committed to protecting residents of Berkeley from tuberculosis, especially unidentified and untreated tuberculosis infections and disease; and

WHEREAS, HHCS/PHOU works to promote healthy, equitable environments and behaviors, protect residents from disease, and prevent illness, disability, and premature death; and

WHEREAS, HHCS/PHOU seeks to eliminate health inequities; and

WHEREAS, HHCS/PHOU should seek outside funding wherever possible to fund vital public health services; and

WHEREAS, the California Department of Public Health funding will contribute toward supporting the City of Berkeley's Tuberculosis Prevention and Control Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager, or designee, is hereby authorized to submit a grant agreement to the State of California for funding for Fiscal Year 2027 for the Tuberculosis Control Program: to conduct public health tuberculosis control and prevention activities and provide related services; to accept the grant funds; execute any resultant revenue agreements and amendments in line with the grant award, which may be larger or smaller than the projected award of \$16,361; and implement the projects and appropriation of funding for related expenses, subject to securing the grant. Funds will be deposited and expensed from a defined budget code, Fund: 312. A record signature copy of said agreements and any amendments shall be on file in the office of the City Clerk.

RESOLUTION NO. ##,### N.S.

GRANT AGREEMENT: ALAMEDA COUNTY FOR THE PUBLIC HEALTH  
INFRASTRUCTURE PROGRAM FOR FISCAL YEAR 2027

WHEREAS, the City of Berkeley Department of Health, Housing, and Community Services, Public Health Officer Unit (HHCS/PHOU) is committed to producing, analyzing, and disseminating health data; providing public health education; and supporting assessment, planning, policy development, and disease prevention and control to safeguard the health of the Berkeley community; and

WHEREAS, HHCS/PHOU works to promote equitable, healthy environments and behaviors, protect residents from disease, and prevent illness, disability, and premature death; and

WHEREAS, HHCS/PHOU seeks to eliminate health inequities; and

WHEREAS, HHCS/PHOU should seek outside funding wherever possible to support vital public health services; and

WHEREAS, funding from Alameda County will strengthen the City of Berkeley's Public Health infrastructure.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager, or designee, is hereby authorized to submit a grant agreement to Alameda County for fiscal year 2027 funding for the Public Health Infrastructure Program to accept the grant; execute any resultant revenue agreements and amendments; and implement the projects and appropriation of funding in the amount of \$32,080 for related expenses, subject to securing the grant. Funds will be deposited and expensed from a defined budget code (Fund: 312). A record signature copy of said agreements and any amendments shall be on file in the office of the City Clerk.





Office of the City Manager

CONSENT CALENDAR  
May 12, 2026

To: Honorable Mayor and Members of the City Council  
 From: Paul Buddenhagen, City Manager  
 Submitted by: Scott Ferris, Director, Parks Recreation & Waterfront  
 Subject: Contracts: As-needed Tree Services

RECOMMENDATION

Adopt four (4) Resolutions authorizing the City Manager to execute the following contracts, and any amendments, extensions, or other change orders for as-needed tree services, each for a period of May 29, 2026 to May 28, 2029:

1. Bay Area Tree Specialists, for an amount not to exceed \$1,050,000.
2. Hamilton Tree Service, Inc., for an amount not to exceed \$1,050,000.
3. The Professional Tree Care Company, for an amount not to exceed \$1,050,000.
4. West Coast Arborists, Inc., for an amount not to exceed \$1,050,000.

FISCAL IMPACTS OF RECOMMENDATION

Funding for these contracts is subject to appropriation in the FY2027- FY 2029 budgets in the Parks Tax (Fund 138) and in program code "1001- Fire Fuel Management" that is allocated in the General Fund (Fund 011).

CURRENT SITUATION AND ITS EFFECTS

As-needed tree services are needed from qualified contractors at various parks and pathways. These services include tree and stump removals, pruning, and fire fuel and other brush clearing, all of which may need to be addressed on short notice, especially after storms. The trees may be in difficult to access locations, be exceptionally large, require road closures or utility services to be interrupted, or need to be removed in a timely manner to reduce fire fuel volumes.

BACKGROUND

The Urban Forestry Unit of the Parks, Recreation and Waterfront Department contracts with private companies for the removal of public trees that are dead, diseased, dying, hazardous to life or property, or causing substantial property damage; and the

pruning of specific public trees to improve their safety. On Monday, January 26, 2026, the City published a Request for Qualifications (RFQ) seeking qualified firms or individuals to provide tree services on an as-needed basis (Specification No. 26-11778-C).

On February 24, 2026, the City received Statements of Qualifications (SOQs) from ten (10) tree services firms. A panel of City staff reviewed the SOQs and selected Bay Area Tree Specialists, Hamilton Tree Service, Inc., The Professional Tree Care Company, and West Coast Arborists, Inc. as the best qualified firms to meet the City's needs.

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Section D.2 in chapter 3 of the City's **Climate Action Plan** seeks to promote tree planting, landscaping, and the creation of green and open space that is safe and attractive and that helps to restore natural processes with significant environmental benefits in the form of carbon dioxide absorption and oxygen production as well as storm water retention, and climate control. These services contracts are an essential component in the proper maintenance of the City's urban forest.

### RATIONALE FOR RECOMMENDATION

The Parks, Recreation and Waterfront Department has evaluated the needs for tree removal and pruning services and has determined that Bay Area Tree Specialists, Hamilton Tree Service, Inc., The Professional Tree Care Company, and West Coast Arborists, Inc. best meets the requirements as set out in the bid specification (26-11778-C). Additionally, these contracts enable the City to respond to emergencies, such as extreme or prolonged storms, that demand an immediate response.

### ALTERNATIVE ACTIONS CONSIDERED

No alternative actions were considered. The City needs assistance from tree contractors to provide as-needed services quickly and safely.

### CONTACT PERSON

Scott Ferris, Director, Parks Recreation & Waterfront, 981-6700  
Thomas Dodge, Senior Forestry Supervisor, PRW, 981-6689

### Attachments:

1. Resolution: Contract with Bay Area Tree Specialists
2. Resolution: Contract with Hamilton Tree Service, Inc.
3. Resolution: Contract with The Professional Tree Care Company
4. Resolution: Contract with West Coast Arborists, Inc.

RESOLUTION NO. ##,###-N.S.

CONTRACT: BAY AREA TREE SPECIALISTS FOR AS-NEEDED TREE SERVICES

WHEREAS, the Urban Forestry Unit of the Parks, Recreation and Waterfront Department contracts with private companies for the removal of public trees that are dead, diseased, dying, hazardous to life or property, or causing substantial property damage; and the pruning of specific public trees to improve their safety; and

WHEREAS, on January 26, 2026, the City released a Request for Qualifications (Specification No. 26-11778-C) seeking firms or individuals to provide as-needed tree services; and

WHEREAS, on February 24, 2026, the City received ten (10) submissions, which were reviewed and rated; and

WHEREAS, the submission from Bay Area Tree Specialists was determined to be fully qualified and responsive to the City's request; and

WHEREAS, the desired tree services firms will be available on an as-needed basis over a three-year period for an amount not to exceed \$1,050,000; and

WHEREAS, funding for these contracts is subject to appropriation in the FY2027- FY 2029 budgets in the Parks Tax (Fund 138) and in program code "1001- Fire Fuel Management" that is allocated from General Fund (Fund 011).

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to execute a contract and any amendments, extensions, or change orders with Bay Area Tree Specialists for as-needed tree services for the contract period of May 29, 2026 through May 28, 2029 in an amount not to exceed \$1,050,000. A record signature copy of the agreement and any amendments to be on file in the Office of the City Clerk.

RESOLUTION NO. ##,###-N.S.

CONTRACT: HAMILTON TREE SERVICE, INC. FOR AS-NEEDED TREE SERVICES

WHEREAS, the Urban Forestry Unit of the Parks, Recreation and Waterfront Department contracts with private companies for the removal of public trees that are dead, diseased, dying, hazardous to life or property, or causing substantial property damage; and the pruning of specific public trees to improve their safety; and

WHEREAS, on January 26, 2026, the City released a Request for Qualifications (Specification No. 26-11778-C) seeking firms or individuals to provide as-needed tree services; and

WHEREAS, on February 24, 2026, the City received ten (10) submissions, which were reviewed and rated; and

WHEREAS, the submission from Hamilton Tree Service, Inc. was determined to be fully qualified and responsive to the City's request; and

WHEREAS, the desired tree services firms will be available on an as-needed basis over a three-year period for an amount not to exceed \$1,050,000; and

WHEREAS, funding for these contracts is subject to appropriation in the FY2027- FY 2029 budgets in the Parks Tax (Fund 138) and in program code "1001- Fire Fuel Management" that is allocated from General Fund (Fund 011).

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to execute a contract and any amendments, extensions, or change orders with Hamilton Tree Service, Inc. for as-needed tree services for the contract period of May 29, 2026 through May 28, 2029 in an amount not to exceed \$1,050,000. A record signature copy of the agreement and any amendments to be on file in the Office of the City Clerk.

RESOLUTION NO. ##,###-N.S.

CONTRACT: THE PROFESSIONAL TREE CARE COMPANY FOR AS-NEEDED  
TREE SERVICES

WHEREAS, the Urban Forestry Unit of the Parks, Recreation and Waterfront Department contracts with private companies for the removal of public trees that are dead, diseased, dying, hazardous to life or property, or causing substantial property damage; and the pruning of specific public trees to improve their safety; and

WHEREAS, on January 26, 2026, the City released a Request for Qualifications (Specification No. 26-11778-C) seeking firms or individuals to provide as-needed tree services; and

WHEREAS, on February 24, 2026, the City received ten (10) submissions, which were reviewed and rated; and

WHEREAS, the submission from The Professional Tree Care Company was determined to be fully qualified and responsive to the City's request; and

WHEREAS, the desired tree services firms will be available on an as-needed basis over a three-year period for an amount not to exceed \$1,050,000; and

WHEREAS, funding for these contracts is subject to appropriation in the FY2027- FY 2029 budgets in the Parks Tax (Fund 138) and in program code "1001- Fire Fuel Management" that is allocated from General Fund (Fund 011).

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to execute a contract and any amendments, extensions, or change orders with The Professional Tree Care Company for as-needed tree services for the contract period of May 29, 2026 through May 28, 2029 in an amount not to exceed \$1,050,000. A record signature copy of the agreement and any amendments to be on file in the Office of the City Clerk.

RESOLUTION NO. ##,###-N.S.

CONTRACT: WEST COAST ARBORISTS, INC. FOR AS-NEEDED TREE SERVICES

WHEREAS, the Urban Forestry Unit of the Parks, Recreation and Waterfront Department contracts with private companies for the removal of public trees that are dead, diseased, dying, hazardous to life or property, or causing substantial property damage; and the pruning of specific public trees to improve their safety; and

WHEREAS, on January 26, 2026, the City released a Request for Qualifications (Specification No. 26-11778-C) seeking firms or individuals to provide as-needed tree services; and

WHEREAS, on February 24, 2026, the City received ten (10) submissions, which were reviewed and rated; and

WHEREAS, the submission from West Coast Arborists, Inc. was determined to be fully qualified and responsive to the City's request; and

WHEREAS, the desired tree services firms will be available on an as-needed basis over a three-year period for an amount not to exceed \$1,050,000; and

WHEREAS, funding for these contracts is subject to appropriation in the FY2027- FY 2029 budgets in the Parks Tax (Fund 138) and in program code "1001- Fire Fuel Management" that is allocated from General Fund (Fund 011).

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to execute a contract and any amendments, extensions, or change orders with West Coast Arborists, Inc. for as-needed tree services for the contract period of May 29, 2026 through May 28, 2029 in an amount not to exceed \$1,050,000. A record signature copy of the agreement and any amendments to be on file in the Office of the City Clerk.



Office of the City Manager

CONSENT CALENDAR  
May 12, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Ferris, Director, Parks Recreation and Waterfront

Subject: License Agreement – Aqua SuperPower, Inc. for Marine Electric Vessel Charging Station at K Dock at the Berkeley Marina

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a license agreement with Aqua SuperPower, Inc. to install and operate a marine electric vessel charging station at K Dock at the Berkeley Marina for a period of 12 years.

FISCAL IMPACTS OF RECOMMENDATION

The contractor, Aqua SuperPower, will cover the full cost of the project, including the initial installation valued at \$80,000, as well as operations, maintenance, and removal for the duration of the license term of 12 years.

Because the City has an existing account with PG&E for electrical service at the Berkeley Marina, the City will make payments to PG&E for the electricity used by the new charger for the boating public, and then get reimbursed by Aqua SuperPower on a quarterly basis, estimated at up to \$5,000 per quarter. Aqua will provide quarterly reporting on power usage and associated costs calculated using applicable Pacific Gas and Electric commercial rates, including time-of-use pricing. The City will also have access to a digital dashboard to monitor usage of the charger and to verify reported data. The City will also receive a net profit share of 10%, increasing to 15% once the charger generates more than \$10,000 in net profit annually, as detailed in the license agreement (Exhibit A to the Resolution). The revenue is expected to be nominal (estimated at under \$250 per year) and is not the primary objective of this project.

CURRENT SITUATION AND ITS EFFECTS

Staff have been working with Aqua SuperPower to explore the installation of marine electric vessel charging infrastructure at the Berkeley Marina since 2023. Aqua SuperPower recently revised the project to reduce scope and cost by eliminating the need for trenching and new conduit and new PG&E service, and by providing project management. Aqua SuperPower will cover the cost of the project by using funds from the California Air Resources Board (CARB) CORE program<sup>1</sup> as well as their own

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<sup>1</sup> The **Clean Off-Road Equipment Voucher Incentive Project (CORE)** is CARB's multi-million dollar incentive project to encourage California off-road equipment owners to purchase or lease currently

funding. This part of the CORE funding program for new electrical infrastructure in California was recently extended until mid-May 2026.

### BACKGROUND

On December 12, 2023, the City Council authorized the submission of a grant application to the California Air Resources Board (CARB) Advanced Technology Demonstration and Pilots Program to procure an electric harbor patrol boat and install a marine electric vessel charging station.

The grant application proposed a project comprised of an electric vessel and electric charging infrastructure to reduce greenhouse gas emissions from recreational boating vessels, support the adoption of electric boats, and position the Berkeley Marina as a regional leader in marine electrification because it is an early stop along the San Francisco Bay's marine charging corridor.

While the CARB grant was not awarded, the City and Aqua SuperPower worked together to successfully obtain a CORE purchasing voucher from CARB to acquire its first all-electric harbor patrol vessel (boat model name Vita Seal) at a cost of \$99,662 (discounted from the original cost by 63%). The vessel is currently charged overnight using existing shore power infrastructure at the Berkeley Marina.

Aqua SuperPower, Inc. is the first company to provide a network of fast charge stations for electric boats. With over 134 charging points, they operate at marinas in the UK, Italy, France, Spain, Portugal, Sweden, and locations in California (Sausalito, Redwood City, Lake Tahoe, and planned sites in San Francisco and other locations).

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

This project will help reduce the environmental impact of boating in the San Francisco Bay by allowing recreational boaters to transition from combustion engines to electric vessels. This project supports the City's climate action goals by providing new electric charging facilities which reduces reliance on fossil-fuel-powered vessels. The project also helps the City to advance Strategic Goal Number 7 to be a global leader in addressing climate change, advancing environmental justice, and protecting the environment.

### RATIONALE FOR RECOMMENDATION

The proposed license agreement with Aqua SuperPower Inc. allows the City to implement marine electric charging infrastructure with virtually no City funds. This new boating amenity will improve the experience of boaters at the Berkeley Marina, set Berkeley apart from other marinas, and will increase the potential for new boat slip rentals and more long-term revenue for the Marina Fund to continue quality operations.

### CONTACT PERSON

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available commercial zero-emission off-road equipment, and also helps fund electrical charging infrastructure.

License Agreement: Aqua SuperPower, Inc. for  
Marine Electric Vessel Charging Station

CONSENT CALENDAR  
May 12, 2026

Ali Endress, Waterfront Manager, (510) 981-6737

Attachments:

1: Resolution

Exhibit A: License Agreement

RESOLUTION NO. -N.S.

LICENSE AGREEMENT WITH AQUA SUPERPOWER, INC. FOR MARINE ELECTRIC VESSEL CHARGING STATION AT K DOCK AT THE BERKELEY MARINA

WHEREAS, on December 12, 2023, the City Council authorized the submission of a grant application to the California Air Resources Board (CARB) Advanced Technology Demonstration and Pilots Program to procure an electric harbor patrol boat and install a marine electric vessel charging station; and

WHEREAS, the grant application proposed a project comprised of an electric vessel and electric charging infrastructure to reduce greenhouse gas emissions from recreational boating vessels, support the adoption of electric boats, and position the Berkeley Marina as a regional leader in marine electrification because it is an early stop along the San Francisco Bay's marine charging corridor; and

WHEREAS, while the CARB grant was not awarded, the City and Aqua SuperPower worked together to successfully obtain a CORE purchasing voucher from CARB to acquire its first all-electric harbor patrol vessel (boat model name Vita Seal) at a cost of \$99,662 (discounted from the original cost by 63%). Since 2023, staff continued to work with Aqua SuperPower to explore the installation of marine electric vessel charging infrastructure at the Berkeley Marina; and

WHEREAS, Aqua SuperPower recently revised the project to reduce scope by eliminating the need for trenching and new conduit and new PG&E service, and by providing project management; and

WHEREAS, Aqua SuperPower, Inc. will cover the full cost of the project, including the initial installation valued at \$80,000, as well as operations, maintenance, and removal for the duration of the license term of 12 years using funds from the California Air Resources Board (CARB) as well as their own funding.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a license agreement with Aqua SuperPower, Inc. to install and operate a marine electric vessel charging station at K Dock at the Berkeley Marina for a period of 12 years, and to make any necessary amendments consistent with the intent of this Resolution. A record signature copy of said agreement shall be on file in the Office of the City Clerk.

Exhibits

A: License Agreement

## LICENSE AGREEMENT

This LICENSE AGREEMENT (“**Agreement**”) dated for reference purposes as of May 15, 2026 (“**Effective Date**”), is entered into by and between the CITY OF BERKELEY, a charter city organized and existing under the laws of the State of California (“**City**”) and Aqua Superpower (USA), Inc., a California limited liability company doing business as Aqua Superpower at 60C Gate 5 Road, Sausalito, CA 94965 (“**Licensee**”).

### 1. LICENSE

a. City hereby grants a non-exclusive license (“**License**”) to Licensee, subject to all the terms and conditions herein, for the Licensee’s use of the City’s property located at the Premises at the K-102 area of K-Dock at the Berkeley Marina, 201 University Avenue, Berkeley, California, (the “**License Area**”), as more particularly described in and shown on the map attached hereto as Exhibit A and made a part hereof. City hereby reserves the right to use or allow third parties to use the License Area for Waterfront-related activities, if deemed necessary by the City Manager or their designee.

b. Licensee may use the License Area solely for the operation of a Marine Electric Vessel Charging Station as more particularly described in Exhibit B, attached hereto and made a part hereof, and for no other purpose. If Licensee fails to use the License Area for such purposes or uses the License Area for unauthorized purposes, City may, in its sole discretion, immediately terminate this Agreement.

c. Licensee acknowledges that this Agreement grants Licensee the personal privilege to occupy and use the License Area for the purposes stated herein, but does not convey an estate in land or a leasehold interest in the License Area, nor does it create a landlord/tenant relationship.

d. Licensee agrees that neither City nor anyone acting on City’s behalf has made any representation or warranty of any kind or nature whatsoever respecting the physical condition of the License Area, its suitability for Licensee’s use, or any other matter relating to the License Area (including, but not limited to, the environmental condition of the License Area) or this Agreement, and Licensee accepts the License Area in its “AS-IS CONDITION AND WITH ALL FAULTS.”

### 2. TERM

This Agreement shall take effect only upon approval by the City Manager (the “**Effective Date**”) and execution by both City and Licensee, subject to the following:

a. The term of the License be 12 years, and shall expire at midnight on May 14, 2038 (“**Termination Date**”).

b. Either party may terminate this Agreement for any reason or for no reason with sixty (60) days' prior written notice to the other party.

c. In addition, the City has the right to terminate this Agreement by written notice to Licensee in the event of Licensee's failure to comply with any of the terms and conditions herein set forth or if, in the City Manager's exercise of reasonable discretion, revocation is necessary in the interest of public health or safety.

d. If Licensee desires to extend this Agreement, it must submit such request to City in writing not less than sixty (60) days prior to the Termination Date. No extension will be effective unless the parties execute a written agreement extending the term of this Agreement. Licensee agrees that City has complete discretion to grant or withhold consent to any proposed extension.

e. If, after expiration of the term, Licensee continues in possession and the City does not object, all provisions of the Agreement shall continue in effect, subject to the following: (1) the Agreement and License shall be on a month-to-month basis and shall be terminable by either party upon thirty (30) days prior written notice; and (2) the license may not continue beyond 6 months total, without City Council approval.

### **3. FEE**

In consideration for the rights conveyed by this Agreement, Licensee shall pay to City a net profit share equal to ten percent (10%) of annual net profits derived from operation of the Marine Electric Vessel Charging Station, increasing to fifteen percent (15%) once annual net profits exceed \$10,000, as further described and provided in Exhibit C, attached hereto. No base rent or fixed monthly fee shall apply.

### **4. SECURITY DEPOSIT**

No security deposit is required under this Agreement.

### **5. NOTICES**

A written notice shall be deemed served upon (i) personal delivery or delivery by a nationally recognized overnight courier; or (ii) three days after mailing said notice to the other party and depositing the same with the U.S. Post Office, first class mail, with postage paid. For purposes of this Agreement, all notices to the City shall be addressed to:

City of Berkeley  
Parks, Recreation & Waterfront Department  
2180 Milvia St., 3<sup>rd</sup> Floor  
Berkeley, CA 94704

with a copy sent to:

Waterfront Manager  
Parks Recreation and Waterfront Department  
Marina Office  
201 University Avenue  
Berkeley, CA 94710

For purposes of this Agreement, all notices to Licensee shall be addressed to the address below. Licensee shall promptly notify City of any change of address.

Aqua SuperPower (USA), Inc.  
Attn: Scott Canning  
60C Gate 5 Road  
Sausalito, CA 94965

## **6. MAINTENANCE AND ALTERATIONS**

a. Licensee shall, to the City's satisfaction, maintain the License Area, and any improvements thereto, in good order, condition and repair and reasonably free and clear of all debris, trash and rubbish.

b. Licensee shall not construct any facilities or improvements, install any equipment, or make any alterations to the License Area without the City's prior written consent. Except as set forth in this Section, Licensee shall not construct any facilities or improvements, install any equipment, or make any alterations to the License Area without the City's prior written consent. Licensee, at its expense, may install the following improvements on the timetable indicated and will obtain all necessary approvals and permits, subject to compliance with applicable environmental laws, including the California Environmental Quality Act:

- Over the term of this License, Licensee may conduct the following non-permanent "placements" in the License Area, subject to the specifications in Exhibit E.
  - i. Placement of one (1) approximately 3-foot long by 18-inch deep by 7-foot tall non-permanent marine electric vessel charging unit in the location described in Exhibit A.
  - ii. Installation of associated electrical conduit and wiring connecting the charging unit to existing electrical infrastructure, as shown in Exhibit A.
  - iii. All improvements shall be non-permanent, removable, and shall not result in a substantive permanent alteration of the premises.

c. Licensee shall be solely responsible for, and shall pay costs of, all approved "placements" at existing facilities used by Licensee. Upon termination or expiration of this

Agreement, City may require Licensee to remove some or all approved “placements” upon the License Area by Licensee. If Licensee fails to remove such “placements” within 10 days following City’s demand therefor, City may arrange to have such alterations and improvements removed and may recover costs of such removal from Licensee. Any and all improvements to the License Area which City does not require to be removed shall remain in place and become the property of the City.

d. Permits and Regularly Compliance. Licensee shall be solely responsible, at its sole cost and expense, for obtaining and maintaining all permits, approvals, and authorizations required for installation, operation, and maintenance of the Marine Electric Vessel Charging Station, including but not limited to electrical permits, building permits, and any approvals required by the Bay Conservation and Development Commission (BCDC), if applicable.

e. City shall have no responsibility for securing permits or regulatory approvals associated with the project. Licensee shall ensure all work complies with applicable federal, state, and local laws, codes, and regulations.

f. All work performed by Licensee shall be subject to required permits and approvals, which shall be obtained by Licensee prior to commencement of work.

## **7. CITY ACCESS AND ENTRY TO THE LICENSE AREA**

City, its agents, employees, and representatives, shall have the right to enter the License Area at any time, provided such entry does not cause unreasonable interference with Licensee’s activities.

## **8. USE OF PUBLIC PROPERTY; RISK OF LOSS**

a. Licensee shall keep any public and/or common areas adjacent to the License Area free and clear of any obstructions, barricades or barriers placed or created by Licensee or resulting from Licensee’s operations or use of the License Area.

b. Except as otherwise expressly provided in this Agreement, Licensee agrees that it is not a covenant or condition of this Agreement or of any other agreement between City and Licensee that City undertake or cause to be undertaken any development or redevelopment of the License Area or surrounding areas or any improvement thereto, and City shall incur no liability whatsoever to Licensee for failure to undertake such development or redevelopment.

c. City at all times shall have the right and privilege of making such changes in and to the License Area and to the public and/or common areas adjacent to the License Area which City deems to be desirable or appropriate, including the location and relocation of stairways, sidewalks, pathways, driveways, streets, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited

areas, landscaped areas, utilities and all other facilities; provided, however, that the foregoing is not intended to entitle City to unreasonably effect changes that would materially and adversely affect access to or visibility of the License Area, except temporarily during periods of construction. City shall have the right to establish, promulgate and enforce such reasonable rules and regulations concerning the License Area and adjacent areas as it may deem necessary or advisable for the proper, safe and efficient management, operation, maintenance and use thereof, and Licensee shall comply with the same.

d. City at all times shall have the right to lease, license or permit the use of space within the License Area and adjacent areas to persons for water-related uses if deemed necessary for the management and operation of the Berkeley Waterfront.

e. Nothing contained herein shall be deemed to create any liability to City for any personal or bodily injury or death, or any damage to motor vehicles, vessels, or other property of Licensee's principals, partners, shareholders, members, employees, contractors or representatives, unless solely caused by the sole active negligence or willful misconduct of City, its agents, servants or employees. Licensee is solely responsible for the security of the License Area, and for the safety of those using the License Area. Licensee acknowledges that if City provides security or police patrols for the License Area or any portion thereof, City does not represent, guarantee or assume responsibility that Licensee or any person or entity will be secure from losses, injury or death caused by the acts of third parties and does not assume responsibility for any such acts. To induce City to provide such security, if any, as City in its sole discretion deems reasonable, appropriate and economically feasible, Licensee hereby waives any present or future claims Licensee may have against City, whether known or unknown, for bodily injury, death or property damage or loss arising from the performance of such security or policing activities. City shall not be obligated to provide any public liability or property damage or loss insurance for the benefit of Licensee or any other person or entity.

f. Licensee acknowledges that City holds the License Area property and the Marina in trust pursuant to Chapter 347 of the California Statutes of 1913, as amended (the "**Grant**") subject to the conditions, restrictions, limitations, right, powers, duties, reversionary rights and other rights created or reserved in the Grant. Licensee agrees that, notwithstanding anything in this Agreement to the contrary, Licensee shall use the License Area consistently with, and in a manner that will not result in a violation of the Grant or of the provisions of the Berkeley City Charter, California law and/or the California Constitution.

g. City reserves to itself the right to grant to others in the future nonexclusive utility easements over, under, through, across or on the License Area in locations that will not unreasonably interfere with Licensee's access to or use of the License Area. Licensee

shall be given reasonable notice before commencement of any utility work on the License Area.

h. Licensee agrees that it shall not interfere with the free and unobstructed access by the people to the waters of the San Francisco Bay and the Waterfront of such waters; provided, however, that Licensee shall be obligated to permit such access only as required for consistency with applicable laws of the State of California, Alameda County, the City of Berkeley, the Grant, and/or City of Berkeley's and/or City's plans adopted from time to time. Nothing in this Agreement is intended to, and shall not be construed to, confer any third-party beneficiary rights or other right of action in favor of any third party.

## **9. TAXES, ASSESSMENTS, AND OTHER CHARGES**

Licensee acknowledges this Agreement may give rise to a possessory interest subject to property taxation, and to the extent that any such possessory interest tax is assessed against such interest, Licensee shall be solely responsible for the payment thereof, this notice having been given pursuant to Section 107.6 of the Revenue and Taxation Code. Licensee shall pay all applicable personal property taxes lawfully levied on account of Licensee's personal property located on the License Area, and pay any in-lieu, possessory interest, or use taxes lawfully imposed by reason of Licensee's use or occupancy of the License Area. Licensee shall obtain and pay for all local, state and federal permits and licenses necessary for the operation of its business.

## **10. UTILITIES AND SERVICE FEES, DATA ACCESS, AND REPORTING**

Licensee shall reimburse City for all electricity costs associated with operation of the Marine Electric Vessel Charging Station on a quarterly basis.

Reimbursement shall be based on actual energy usage and calculated using applicable Pacific Gas and Electric commercial rates, including time-of-use pricing.

Licensee shall provide quarterly reporting detailing total energy usage, timing of use, and associated costs. City shall be provided access to a digital dashboard or equivalent platform to independently monitor usage and verify reported data.

Data Access and Reporting. Licensee shall provide City with access to a digital dashboard or equivalent system providing real-time and historical data regarding charger usage, including but not limited to energy consumption, session duration, and time-of-use information.

## **11. ASSIGNMENT AND SUBLICENSING PROHIBITED**

The License is personal to Licensee. Licensee may not assign or sublicense the License or this Agreement in whole or in part, and any attempt to assign or sublicense the License or this Agreement shall be void ab initio.

## 12. INDEMNIFICATION

Licensee, for itself and its successors and assigns, agrees to release, defend, indemnify and hold harmless City, its elected officials, officers, agents, volunteers, contractors and employees (collectively, "**City Parties**") from and against any and all claims, demands, liability, damages, lawsuits or other actions (including attorneys' fees and costs), including without limitation actions for bodily injury or death or property damage arising out of or caused by the use of the License Area by Licensee or Licensee's officers, agents, representatives, employees, contractors, subcontractors, guests, invited visitors, and customers (collectively, "**Licensee Parties**"), Licensee's or Licensee Parties' operations under this Agreement, Licensee's or Licensee Parties' failure to comply with Laws in connection with the use of or any activities conducted on the License Area, or the performance of this Agreement by Licensee.

Except to the extent caused by City's sole or active negligence or willful misconduct, Licensee shall protect, indemnify, defend and hold City and City Parties harmless from and against any and all demands, liability, claims, actions, damages, costs and expenses, including attorneys' fees, consultants' fees, litigation costs, and investigation, removal, remediation, cleanup and monitoring costs, asserted against or incurred at any time and from time-to-time by reason of or arising out of (a) the use, generation, storage, treatment, handling, transportation, disposal or release of any Hazardous Materials at, from or near the License Area by or for Licensee, Licensee Parties or anyone under Licensee's control, or (b) the violation of any Hazardous Materials law by Licensee or any of Licensee Parties or by anyone under Licensee's control. Such indemnity obligation shall include any demands, liability, claims or actions for tangible or intangible property damage; compensation for lost wages, business income, profits or other economic loss; damage to the natural resource or the environment; nuisance; trespass; and/or contamination, leak, spill, release or other adverse effect on the environment. Licensee's indemnity obligations under this Section 12 shall survive the termination or expiration of this Agreement.

"**Hazardous Materials**" means substances that now or in the future are defined or regulated by Environmental Laws as "contamination," "contaminants," "hazardous," "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "pollution," "toxic," "toxic substances," "toxins," or "ultra-hazardous" or are otherwise listed or regulated under any Environmental Laws. "**Environmental Laws**" means a) any and all federal, state, and local laws relating to protection of human health or the environment (including air, surface water, groundwater, land surface, or subsurface), whether currently in force, previously enforced, or subsequently enacted, including the following laws: 15 United States Code §§2601–2629 (the Toxic Substances Control Act of 1976, as amended by the Frank R. Lautenberg Chemical Safety for the 21st Century Act (TSCA)); 33 United States Code §§1251–1388 (the Clean Water Act); 42 United States Code §§6901–6992k (the Resource Conservation and Recovery Act of 1976 (RCRA)); 42 United States Code §§7401–7671q (the Clean Air Act); 42 USC §§9601–9675 (the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)); 49 United States Code §§5101–5128 (the Hazardous Materials Transportation Act); 33 United States Code §§2701–2762, 43 United States Code §1656 (the Oil Pollution Act of 1990); California Health and Safety Code §§25100–25259 (the

Hazardous Waste Control Law); California Health and Safety Code §§25270–25270.13 (the Aboveground Petroleum Storage Act); California Health and Safety Code §§25300–25395.45 (the Carpenter-Presley-Tanner Hazardous Substance Account Act); California Health and Safety Code §§25404–25404.9 (Unified Hazardous Waste and Hazardous Materials Management Regulatory Program); California Health and Safety Code §§25500–25547.8 (Hazardous Materials Release Response Plans and Inventory); California Health and Safety Code §§25249.5–25249.14 (the California Safe Drinking Water and Toxic Enforcement Act of 1986, or Proposition 65); California Health and Safety Code §§25280–25299.8 (Underground Storage of Hazardous Substances); California Health and Safety Code §§18901–18949.31 (California Building Standards Law); California Water Code §§13000–16104 (which includes the Porter-Cologne Water Quality Control Act); and California Fish and Game Code §§5650–5656; (b) all regulations that have been adopted or promulgated under such statutes or that are adopted under such statutes after the Effective Date of this Agreement; and (c) all enforceable demands, directives, and orders of any court, administrative body, or government entity relating to Hazardous Materials, whether currently in force, previously enforced, or enacted after the Effective Date of this Agreement.

### **13. INSURANCE**

Licensee at its expense shall obtain and maintain at all times during the term of this Agreement, insurance consistent with the insurance requirements set forth in Exhibit D attached hereto and incorporated herein.

### **14. COMPLIANCE WITH LAWS**

a. Licensee, at its expense, shall observe and comply with all applicable laws, ordinances, rules, orders, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the activities of Licensee hereunder, including without limitation the Occupational Safety and Health Act of 1979 as amended, and all California Occupational Safety and Health and Environmental Laws (collectively, “**Laws**”). All activities conducted by Licensee and Licensee Parties on the License Area must be in accordance with all such Laws. Licensee shall defend, indemnify and hold harmless City and City Parties from and against any and all damages, liability, fines, penalties and consequences arising from any actual or alleged noncompliance or violation of Laws by Licensee, or any of the Licensee Parties.

b. If a death, serious bodily injury or substantial property damage occurs in connection with the performance of this Agreement or use of the License Area, Licensee shall immediately notify the City’s Risk Manager. If any accident occurs in connection with this Agreement, Licensee shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Licensee’s liability insurance carrier; and 3) a detailed description of the accident, including whether any City’s equipment, tools or materials were involved.

c. If a release of Hazardous Materials occurs in connection with the performance of this Agreement or Licensee's use of the License Area or if any Hazardous Materials come to be released or otherwise located in, on, under or about the License Area, other than as previously consented to by City, Licensee shall immediately notify the Berkeley Police Department and the City's Toxics Management office, in addition to any other governmental agencies or persons as required by applicable Laws.

d. Licensee shall not store Hazardous Materials on the License Area without a proper permit and prior written consent from the City.

## **15. RELOCATION WAIVER**

Licensee fully waives and releases and discharges City from any and all manner of rights, demands, liabilities, obligations, claims, or causes of action, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to the sale of the License Area or the full or partial termination or expiration of Licensee's right to use the License Area as permitted under this Agreement, including, without limitation, the specific waiver and release of any right to any relocation benefits, assistance and/or payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 United State Code Section 4601 et seq. and/or the California Relocation Assistance Law, as amended, Government Code Section 7260 et seq.

**16. LIENS.** Licensee shall not suffer or permit to be enforced against the License Area, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors liens or any claim for damage arising from the work of any construction, excavation, survey, tests, grading, repair, restoration, replacement or improvement, or any other work, performed by Licensee or any Licensee Parties, but Licensee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the License Area or any City property. Licensee expressly agrees to indemnify, defend and hold harmless City, all of the other City Parties, and the License Area free from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith. Notwithstanding anything to the contrary set forth above, if Licensee shall in good faith contest the validity of any such lien, claim or demand, then Licensee shall, at its expense, defend itself and the City and City Parties against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before any enforcement thereof against City or the License Area, but only upon the condition that if City shall so require, Licensee shall procure and record or furnish to City a surety bond or other acceptable security satisfactory to City in an amount at least equal to such contested lien, claim or demand indemnifying the City and City Parties against liability for the same, and holding the License Area and City owned property free from the effect

of any such lien or claim. City reserves the right at any time and from time to time to post and maintain on said License Area, or any portion thereof or improvement thereon, such notices of non-responsibility or otherwise as may be necessary to protect the City and City Parties against liability for all such liens and claims.

**17. SURRENDER OF PROPERTY, REMOVAL OF PERSONAL PROPERTY**

At the expiration or earlier termination of this Agreement, Licensee shall: 1) return and surrender the License Area, broom swept clean and in good order and condition, reasonable wear and tear and damage by casualty excepted; and 2) remove all personal property, material, equipment, supplies and any improvements or alterations that City requests Licensee to remove pursuant to Section 6.

**18. REMEDIES**

In no event shall Licensee be entitled to recover any actual, consequential, punitive, or other monetary damages against City for breach of this Agreement. City and Licensee agree that, in the event of a breach of this Agreement, each of the Parties hereto may pursue specific performance or suits for declaratory or injunctive relief. In addition to the foregoing remedies, City shall be entitled to recover monetary damages with respect to amounts payable by Licensee to City under this Agreement, but in no event may City seek to recover any consequential or punitive damages.

**19. CITY NON-DISCRIMINATION ORDINANCE**

Licensee shall comply with the provisions of the Berkeley Municipal Code (B.M.C.) Chapter 13.26 as amended from time to time. In the performance of this Agreement, Licensee agrees as follows:

a. Licensee shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Licensee shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this nondiscrimination provision. In addition, Licensee shall fill out in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

**20. CITY NON-DISCRIMINATION AGAINST PERSONS WITH DISABILITIES**

a. If Licensee provides any aid, service or benefit to others on the City's behalf, Licensee shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Licensee shall further observe and comply with all applicable Laws

prohibiting discrimination against individuals with disabilities or ensuring that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City.

b. If Licensee is or becomes a “public accommodation” as defined in Title III of the Americans with Disabilities Act of 1990 (“**ADA**”), Licensee shall observe and comply with all applicable provisions of the ADA and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Licensee. All Licensee’s activities must be in accordance with such Laws and Licensee, at its expense, shall be solely responsible for complying therewith.

## **21. CONFLICT OF INTEREST PROHIBITED**

a. In accordance with Government Code section 1090, Berkeley City Charter section 36, and B.M.C. Chapter 3.64, neither Licensee nor any employee, officer, director, partner or member of Licensee, or immediate family member of any of the preceding, shall have served with the City as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Agreement.

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Licensee, or immediate family of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Licensee.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

## **24. CITY BUSINESS LICENSE, PAYMENT TAXES, TAX I.D. NUMBER**

Licensee has obtained a City business license as required by B.M.C. Chapter 9.04 and its license number is written below; or, Licensee is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Licensee shall pay all state and federal income taxes and any other taxes lawfully assessed and due. Licensee certifies under penalty of perjury that the taxpayer identification number written below is correct.

**25. BERKELEY LIVING WAGE ORDINANCE**

a. Licensee agrees to comply with B.M.C. Chapter 13.27, the Berkeley Living Wage Ordinance (LWO). If Licensee employs six (6) or more part-time, full-time or stipend employees, and generates \$350,000 or more in annual gross receipts, Licensee will be required to provide all eligible employees with the City of Berkeley mandated minimum compensation during the term of this Agreement, as defined in B.M.C. Chapter 13.27, as well as comply with the terms as enumerated herein.

b. Licensee shall be required to maintain all reasonable records and documents that would establish whether Licensee is subject to the LWO. If Licensee is subject to the LWO, as defined therein, Licensee shall be further required to maintain monthly records of those employees located on the License Area. These records shall include the total number of hours worked, the number of hours spent providing service on the License Area, the hourly rate paid, and the amount paid by Licensee for health benefits, if any, for each of its employees providing services under the Agreement. The records described in this Section shall be made available upon the City's request. The failure to produce these records upon demand shall be considered a default of the Licensee.

c. If Licensee is subject to the LWO, Licensee shall include the requirements of the ordinance, as defined in B.M.C. Chapter 13.27, in any and all sublicenses Licensee enters with regard to the License Area. Sublicensees shall be required to comply with this ordinance with regard to any employees who spend 25% or more of their compensated time on the License Area.

d. If Licensee fails to comply with the requirements of the LWO and this Agreement, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity. Licensee's failure to comply with this Section shall constitute default hereunder, upon which City may terminate this Agreement.

e. In addition, at City's sole discretion, Licensee may be responsible for liquidated damages in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Licensee's failure to pay all of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Licensee's breach.

**26. BERKELEY EQUAL BENEFITS ORDINANCE**

a. Licensee hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Licensee is currently subject to the Berkeley Equal Benefits Ordinance, Licensee will be required to provide all eligible employees with City mandated equal benefits during the term of this Agreement, as defined in B.M.C. Chapter 13.29, as well as comply with the terms enumerated herein.

b. If Licensee is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Licensee agrees to supply the City with any records the City deems necessary to determine compliance with this provision.

c. If Licensee fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law and equity. Licensee's failure to comply with this Section shall constitute default of the Agreement.

In addition, at City's sole discretion, Licensee shall be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Licensee's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Licensee's breach.

**27. NUCLEAR FREE BERKELEY**

Licensee agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

**28. OPPRESSIVE STATES**

a. In accordance with Resolution No. 59,583-N.S., Licensee certifies that it has no contractual relations with, and agrees during the term of this Agreement to forgo contractual relations to provide personal services to, the following entities:

(1) The governing regime in any Oppressive State.  
(2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.

(3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of this Agreement) for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Agreement, the Tibet Autonomous Region and the provinces of Abo, Kham, and V-Tsang shall be deemed Oppressive States.

c. Licensee's failure to comply with this Section shall constitute a default hereunder and City may terminate this Agreement. In the event that City terminates this Agreement due to a default under this provision, City may deem Licensee a non-responsible bidder for five (5) years from the date this Agreement is terminated.

## **29. PESTICIDES**

All use of pesticides on the License Area shall be in compliance with the City of Berkeley's Pesticide Use Policy as it exists at the time of such use.

## **30. SIGNS**

Licensee shall not install or letter any signs on the License Area without the prior written consent of City. All signs on the License Area shall conform to the provisions of B.M.C. Chapter 20.04 and any other City design guidelines for signs.

## **31. SEVERABILITY**

If any part of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other terms of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

## **32. WAIVER**

No waiver by City of any breach or default of any provision of this Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach or default by Licensee of the same or any other provision.

## **33. GOVERNING LAW**

The laws of the State of California shall govern this Agreement, without regard to its conflict of laws principles. The parties agree that in any dispute, venue shall be in Alameda County, California.

## **34. AMENDMENTS**

The terms of this Agreement shall not be altered or otherwise modified except by a written amendment to this Agreement executed by City and Licensee.

**35. INTERPRETATION**

The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both Parties.

**36. AUTHORITY.**

The individual executing this Agreement has full power and authority to execute and deliver the Agreement on behalf of Licensee.

**37. EFFECT ON SUCCESSORS AND ASSIGNS**

Without limiting the provisions of Section 11 above, all of the covenants, conditions and provisions of this Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

**38. ENTIRE AGREEMENT**

a. The terms and conditions of this Agreement, all exhibits attached and any documents expressly incorporated by reference represent the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between City and Licensee.

b. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

**39. ATTORNEYS' FEES**

In the event either party to this Agreement institutes an action or proceeding to interpret or enforce any of the terms hereof, or to obtain money damages, the prevailing party shall be entitled to recover from the other, in addition to costs and judgment as ordered by the court, its reasonable attorneys' fees, together with out-of-pocket expenses.

**40. COUNTERPARTS; ELECTRONIC SIGNATURES**

This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument. The parties agree that electronic signatures on this Agreement, including those transmitted by electronic

email or other electronic means, including, without limitation, via Adobe DocuSign, shall be sufficient to bind the parties].

*[Signature Page Follows]*

IN WITNESS WHEREOF, City and Licensee have executed this Agreement as of the date written below.

CITY:

CITY OF BERKELEY

\_\_\_\_\_  
*Paul Buddenhagen, City Manager*

Date: \_\_\_\_\_

Approved as to form:

*Farimah Brown, City Attorney*

By \_\_\_\_\_

Registered by:

Attest:

\_\_\_\_\_  
*Jenny Wong, City Auditor  
Clerk*

\_\_\_\_\_  
*Mark Numainville, City*

LICENSEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Licensee/Owner of  
\_\_\_\_\_

LICENSEE INFORMATION

Tax Identification No.: \_\_\_\_\_

Berkeley Business License No.: BL-\_\_\_\_\_ (forms online)

Incorporated: Yes \_\_\_ No \_\_\_

Approved as to form: Yes \_\_\_ No \_\_\_

Certified Woman Business Enterprise: Yes\_\_\_ No \_\_\_

Certified Minority Business Enterprise: Yes\_\_\_ No \_\_\_

Certified Disadvantaged Business Enterprise: Yes\_\_\_ No \_\_\_

**EXHIBIT A**

**LICENSE AREA**

The license area is in the K-102 to K-104 area of K Dock at the Berkeley Marina Harbor.

**EXHIBIT B**

**LICENSE AREA PERMITTED USES**

Licensee shall only use the License Area described on Exhibit A as follows and for no other purpose: Operation of a marine electric vessel charging station for use by electric marine vessels, including associated equipment, cables, and app-based access and payment systems. City may require an after-meter power gauge to track power usage.

## EXHIBIT C

### PAYMENT AND REIMBURSEMENT

1. Net Profit Share
  - a. Licensee shall pay City an annual net profit share equal to:
    - i. Ten percent (10%) of annual net profits;
    - ii. Increasing to fifteen percent (15%) once annual net profits exceed \$10,000.
    - iii. "Net profit" shall be defined as gross revenues less documented operating expenses associated with the charging station.
    - iv. Licensee shall provide City with an annual Profit and Loss Statement for the City to review and audit if deemed necessary.
2. Electricity Reimbursement
  - a. Licensee shall reimburse City quarterly for all electricity costs associated with operation of the charging station.
  - b. This requires Licensee to accurately report all data and run all calculations, and submit them to the City for review along with quarterly reimbursement payments.
3. Reporting Requirements
  - a. Each quarterly payment shall include a report detailing:
    - i. Total kilowatt-hour usage by day and month for each quarter
    - ii. Time-of-use breakdown (peak/off-peak)
    - iii. Applicable PG&E Rate Schedule for each quarter with associated applicable rates.
    - iv. Applicable rate calculations showing math and data inputs
    - v. Total reimbursement amount
4. Payment Timing
  - a. Payments for electricity reimbursement shall be made within 30 days of the end of each calendar quarter.
  - b. Payments for annual net profit share, along with the annual Profit and Loss Statement, shall be due no later than January 31<sup>st</sup> of each year for the prior calendar year.
5. Quarters shall be as follows: Q1: January through March. Q2: April through June. Q3: July through September. Q4: October through December. First and last quarterly payment and report under this agreement shall be pro-rated to align with standard reporting quarters. If mutually agreed, reports and payments may be reduced to annual after initial 12 months of operation. Payments must be received no later than thirty (30) calendar days from the end of each quarter. Any payment

received after this thirty (30) day time period will be assessed a ten percent (10%) late penalty.

6. Payments shall be made payable to the "City of Berkeley" and paid in person or by mail to the

Finance Department  
Customer Service Counter  
1947 Center Street, 1<sup>st</sup> Floor  
Berkeley, CA 94704

Failure of Licensee to make full payments on time is grounds for termination of this Agreement by the City.

## EXHIBIT D

### INSURANCE REQUIREMENTS

- a. Permittee, at its own expense, shall maintain at all times during the performance of this Permit a commercial general liability insurance policy with a combined single limit of not less than \$1,000,000 for injury or death to one or more persons in any one accident or occurrence to cover any claims arising out of Permittee's use of the Premises and performance of services under this Permit. All such insurance shall insure performance by Permittee of the preceding indemnity provisions. All insurance shall name the City of Berkeley, its officers, agents, volunteers and employees as additional insured and shall provide primary coverage with respect to the City.
- b. If the insurance referred to above is written on a Claims Made Form, then following termination of this Permit, coverage shall survive for a period of not less than five years. Coverage shall also provide for retroactive date of placement coinciding with the effective date of this Permit.
- c. Permittee at its cost shall maintain on all its personal property, Permittee's improvements, and alterations, in on, or about the premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements. This coverage shall be considered primary, and the proceeds from any such policy shall be used by Permittee for the replacement of personal property or the restoration of Permittee's improvements or alterations.
- d. If Permittee employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: provide that the insurance carrier shall not cancel; terminate, or otherwise modify the terms and conditions of said insurance except upon thirty (30) days prior written notice to the City; provide for a waiver of any right of subrogation against City to the extent permitted by law; and be approved as to form and sufficiency by the City's Risk Manager.
- e. Permittee shall forward all insurance documents to:  
Berkeley Marina  
201 University Ave  
Berkeley, CA 94710

**EXHIBIT E**

**AESTHETIC STANDARDS**

1. All publicly visible equipment shall be subject to review and approval by the Waterfront Manager to ensure compatibility with the surrounding marina environment.
2. Utility lines shall be screened as they enter/exit the station whenever feasible.
3. The charging station itself has brand recognition within the San Francisco Bay, and is generally expected to appear substantially similar to the charging station image below. The final design shall be reviewed and approved by the Waterfront Manager in writing prior to installation.
4. Licensee will inspect the station biannually for wear and tear, and will ensure that any faded or damaged portions are replaced.

**AQUA**  
superPower



- + Marinated IP65 DC charger
- + Slim, compact, stylish
- + Liquid cooled
- + Aqua superPower certified
- + Latest safety standards
- + Durable, low maintenance
- + Increased reliability
- + Whisper quiet operation mode
- + Secure access via RFID / Aqua app
- + Plug & Charge

## Aqua 75 – 75kW

### Specifications

Building the electric marine ecosystem.

**EXHIBIT F****TERM SHEET**

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LICENSEE</b>                 | Aqua SuperPower (USA), Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>LANDLORD</b>                 | City of Berkeley                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>PREMISES</b>                 | K Dock area within the Berkeley Marina, as depicted in Exhibit A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>RENT</b>                     | No base rent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>PERCENTAGE RENT</b>          | Licensee shall pay the City a net profit share equal to ten percent (10%) of annual net profits, increasing to fifteen percent (15%) once annual net profits exceed \$10,000, as further described in Exhibit C.                                                                                                                                                                                                                                                                                                                                     |
| <b>TERM</b>                     | Twelve (12) years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>PERMITTED USE</b>            | Installation, operation, and maintenance of a marine electric vessel charging station, including associated equipment, electrical connections, and app-based access and payment systems.                                                                                                                                                                                                                                                                                                                                                             |
| <b>PERMITS &amp; APPROVALS</b>  | Licensee shall be solely responsible, at its sole cost and expense, for obtaining and maintaining all permits, approvals, and authorizations required for installation, operation, and maintenance of the charging station, including but not limited to electrical and building permits and any approvals required by the Bay Conservation and Development Commission (BCDC), if applicable. Licensee acknowledges that City as Landlord (PRW Department) is different than the City as a permitting entity (i.e. building and electrical permits). |
| <b>UTILITIES &amp; SERVICES</b> | Licensee shall reimburse the City quarterly for all electricity costs associated with operation of the charging station, based on actual usage and calculated using applicable Pacific Gas and Electric commercial rates, including time-of-use pricing. Licensee shall provide quarterly usage reports and City shall have access to a usage monitoring dashboard.                                                                                                                                                                                  |
| <b>SECURITY DEPOSIT</b>         | <u>None required</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |





Commission on the Status of Women

CONSENT CALENDAR  
May 12, 2026

To: Honorable Mayor and Members of the City Council  
 From: Commission on the Status of Women  
 Submitted by: Kera Binns, Chair, Commission on the Status of Women  
 Subject: Exploitation of Vulnerable Homeowners

RECOMMENDATION

That Council refer to the City Manager to direct the Department of Health, Housing, and Community Services and other relevant departments and divisions to draft materials, written and visual (DVDs/VHS) to provide to homeowners vulnerable to exploitation, those being older and minority homeowners subject to exploitation from realtors, appraisers, lenders, speculators and others. For the appropriate department or division to identify a means of distribution of these materials to locations frequented by older and minority homeowners including senior centers, community organizations, medical providers and faith-based organizations. To promote the availability of these materials through public notices and local media. To return to Council with the draft materials and proposed locations of distribution within 6 months of the passage of this recommendation at Council. That in addition to English, materials be written, spoken, and otherwise communicated in other languages in which residents in Berkeley communicate.

POLICY COMMITTEE RECOMMENDATION

On June 10, 2025, the Land Use, Housing & Economic Development Committee adopted the following action: M/S/C (Tregub/Lunaparra) to send the commission item and the companion report to the City Council with a qualified positive recommendation that the Council refer the items to the Commission on Aging for further development. Further recommend that the Commission on Aging research existing models and templates, and consider a regional approach to design and distribution materials. Vote: All Ayes.

FISCAL IMPACTS OF RECOMMENDATION

Fiscal impacts are best identified by City staff. There should be a cost to the printing and distribution of materials.

BACKGROUND

On June 19, 2024, the Commission on the Status of Women passed a motion as follows:

That Council refer to the City Manager to direct the Department of Health and Human Services and other relevant departments and divisions to draft materials, written and visual (DVDs/VHS) to provide to homeowners vulnerable to exploitation, those being older and minority homeowners subject to exploitation from realtors, appraisers, lenders, speculators and others. For the appropriate department or division to identify a means of distribution of these materials to locations frequented by older and minority homeowners including senior centers, community organizations, medical providers and faith-based organizations. To promote the availability of these materials through public notices and local media. To return to Council with the draft materials and proposed locations of distribution within 6 months of the passage of this recommendation at Council. That in addition to English, materials be written, spoken, and otherwise communicated in other languages in which residents in Berkeley communicate.

At the June 19, 2024 Commission on the Status of Women meeting, the above recommendation was passed to send a report to Council.

The Commissioners voted as follows:

M/S: Ortiz-Cedeno/Posey

Yes: Goodwin, Marasovic, Ortiz-Cedeno, Posey

Noes: None

Abstentions: None

Leaves of Absence: Boyd, Plese

Absences: Seshagiri, Oliver

#### ENVIRONMENTAL SUSTAINABILITY

There are no identifiable direct environmental impacts or opportunities associated with the subject of this report.

#### RATIONALE FOR RECOMMENDATION

Given the current price of Bay Area homes, long-term Berkeley homeowners are frequently approached by realtors, appraisers, lenders and speculators. The most vulnerable to exploitation are older persons, particularly older women who live alone, and minority homeowners. As the attachments below show, it has been shown that exploitations of vulnerable homeowners in the Bay Area have been transpiring.

To protect our Berkeley homeowners, the City needs to draft written materials and create video materials to educate the most vulnerable homeowners to protect their

rights and to provide them with resources where they can receive assistance. These materials also should be made available in Spanish as well as English and other languages where there are monolingual homeowners in Berkeley.

The National Housing Law Project presented at a COSOW meeting that these exploitations were common and provided COSOW with information on cases where they provided representation.

The City should identify locations to distribute materials. All seniors do not frequent senior centers. Thus, locations such as medical providers, communication organizations and faith-based organizations should also have these materials available.

Research has shown that there are no materials currently being distributed in the Berkeley community to protect senior and minority homeowners from exploitation from realtors, appraisers, lenders and speculators. The last recall of City staff was that there were brochures a few years ago that have since been disposed of and which did not focus on homeowners.

Housing Economic and Rights Advocates (HERA) has drafted materials which are informative but somewhat complex for many vulnerable persons. HERA also is a resource for homeowners to be referred.

#### ALTERNATIVE ACTIONS CONSIDERED

To continue to not educate vulnerable homeowners on their rights.

#### CITY MANAGER

See companion report.

#### CONTACT PERSON

Okeya Vance-Dozier, Commission Secretary, City Manager's Office (510) 529-5376

#### Attachments:

1. Supporting Links



Commission on the Status of Women

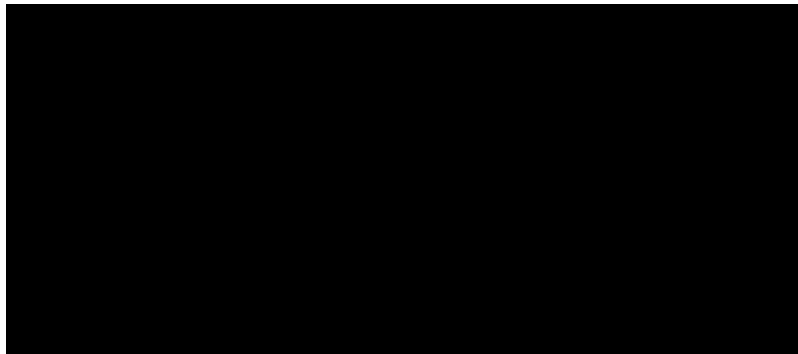
## Exploitation of Vulnerable Homeowners: Supporting Links

### **Oakland homeowner settles with appraiser, lender after \$300,000 lowball appraisal**

<https://abc7news.com/post/oakland-homeowner-settles-with-appraiser-mortgage-lender-after-300-000-lowball-appraisal-in-2021/14790837/>

### **Our America Lowballed**

[Our America: Lowballed | Watch the full episode](#)



[Our America: Lowballed | Watch the full episode](#)

["Our America: Lowballed" follows Black and Latino families as they fight for fair home values after lower than e...](#)

See below articles in attachment:

"81 yr. old SF resident sues to fight to stay in her long-term Upper Haight home".

<https://www.sfchronicle.com/bayarea/article/upper-haight-condo-eviction-17914906.php>

"She sold her 1.7 million dollar Bay Area home for one-third of the value over margaritas. What happened?"

<https://www.sfchronicle.com/bayarea/article/reverse-mortgage-18107326.php>



Office of the City Manager

CONSENT CALENDAR  
May 12, 2026

To: Honorable Mayor and Members of the City Council  
 From: Paul Buddenhagen, City Manager  
 Submitted by: Scott Gilman, Director, Health, Housing, and Community Services  
 Subject: Companion Report: Exploitation of Vulnerable Homeowners

RECOMMENDATION

Support the Policy Committee's recommendation for this item.

POLICY COMMITTEE RECOMMENDATION

On June 10, 2025, the Land Use, Housing & Economic Development Committee adopted the following action: M/S/C (Tregub/Lunaparra) to send the commission item and the companion report to the City Council with a qualified positive recommendation that the Council refer the items to the Commission on Aging for further development. Further recommend that the Commission on Aging research existing models and templates, and consider a regional approach to design and distribution materials. Vote: All Ayes.

FISCAL IMPACTS OF RECOMMENDATION

The commission's referral may require costs for outreach and educational materials including but not limited to graphic design, printing, video production, and translation. Staff recommends the committee create a refined Scope of Work that staff may use to create a budget.

CURRENT SITUATION AND ITS EFFECTS

Staff appreciate the importance of the Commission on the Status of Women's (COSOW) referral to educate homeowners to protect their assets and housing security. Staff determined the commission's report needs additional clarity to specify educational target areas and define a Scope of Work. These efforts will assist staff to determine if there are existing resources that may be leveraged or to draft a budget for new efforts. Once the project is better defined it should be ranked through the Council's referral management process (RRV).

BACKGROUND

The COSOW adopted its resolution following reports of homeowners, especially seniors and people of color, being taken advantage of by predatory actors.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable sustainability or climate impacts associated with this report.

RATIONALE FOR RECOMMENDATION

Staff supports the commission's desire to support homeowners and is requesting more clarity on the intended outcomes and topics the commission would like to cover. Defining a Scope of Work and budget will help the council and staff better understand the potential results and costs.

ALTERNATIVE ACTIONS CONSIDERED

Council may adopt the Commission's referral as is. Staff will be limited in what can be produced without a clear Scope of Work and an accompanying budget.

CONTACT PERSON

Okeya Vance-Dozier, Commission Secretary, City Manager's Office, (510) 981-7239  
Mike Uberti, Senior Community Development Project Coordinator, HHCS, (510) 981--5114

**BEN BARTLETT**

CITY COUNCILMEMBER, DISTRICT 3

CONSENT CALENDAR

May 12, 2026

To: Honorable Mayor and Members of the City Council

From: Councilmember Ben Bartlett, Mayor Adena Ishii

Subject: Berkeley Juneteenth Festival: Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Funds

RECOMMENDATION:

Approve the expenditure of funds, including \$2500 from Councilmember Bartlett for pre-planning of the Berkeley Juneteenth Festival (organized by Berkeley Juneteenth Association, Inc., 501(c)3), with funds relinquished to the City's General Fund for this purpose from the discretionary council office budget of Councilmember Bartlett and any other Councilmembers who would like to contribute.

CURRENT SITUATION:

The 2026 Berkeley Juneteenth Festival will be held on Sunday, June 21, 2026, in the heart of South Berkeley's historic Lorin District on Adeline Street, beginning at 11:00 AM, and will welcome residents of Berkeley and the greater Bay Area. Throughout the week leading up to the Sunday celebration, which will feature local artisans, food vendors, musical, dance, and cultural presentations, and information booths staffed by local non-profit organizations, the Berkeley Juneteenth event will hold educational and cultural events at various locations, including the Ed Roberts Campus.

BACKGROUND:

President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, declaring freedom for enslaved individuals in Confederate states. However, in Texas, enslaved people remained unaware of their freedom for more than two years, as their captors deliberately withheld this information. On June 18, 1865, Major General Gordon Granger of the Union Army arrived in Galveston, Texas, accompanied by 1,800 soldiers, to enforce the emancipation of over 250,000 enslaved people in the state.

The following year, on June 19, 1866, newly freed individuals in Texas took to the streets to commemorate their emancipation, establishing an enduring tradition of celebration. Today, Juneteenth is widely celebrated nationwide as a day honoring freedom, culture, heritage, and resilience.

The establishment of Berkeley Juneteenth Association, Inc. (BJAI) led to the first annual Festival in 1987. It has provided a lively cultural environment that fosters fellowship and community pride, and unites South Berkeley residents and businesses in celebrating this significant historical event. The event will feature booths showcasing arts and crafts, literary offerings, traditional garb, culinary fare, and opportunities for social gatherings. On two performance stages, local musicians, dancers, and other performers will showcase their talents, including primarily youthful performers on Stage Two. Former City Councilmembers Mary Wainwright and the late Maudelle Shirek played pivotal roles in securing City sponsorship. Additionally, the late Lothario Lotho and Giselle Thomas contributed over 25 years of dedicated service to the event's development.

ENVIRONMENTAL SUSTAINABILITY

No negative impact.

FISCAL IMPACTS OF RECOMMENDATION

No General Fund impact; \$2500 is available from the discretionary council office budget of Councilmember Ben Bartlett.

CONTACT PERSON:

Councilmember Ben Bartlett  
James Chang

[bbartlett@berkeleyca.gov](mailto:bbartlett@berkeleyca.gov)  
[jchang@berkeleyca.gov](mailto:jchang@berkeleyca.gov)

ATTACHMENT:

1. Resolution

RESOLUTION NO. ##,###-N.S.

AUTHORIZE THE EXPENDITURE OF SURPLUS FUNDS FROM THE OFFICE EXPENSE ACCOUNTS OF THE MAYOR AND COUNCILMEMBERS FOR A GRANT TO PROVIDE PUBLIC SERVICES FOR A MUNICIPAL PUBLIC PURPOSE

WHEREAS, Councilmember Bartlett has surplus funds in his office expenditure account; and

WHEREAS, a California non-profit tax-exempt corporation, Berkeley Juneteenth Association, Inc., will receive the funds; and

WHEREAS, the provision of such services would fulfill the following municipal public purpose: Berkeley Juneteenth Association, Inc. (BJAI) Promotes greater societal cohesiveness and well-being by educating and involving the community-at-large in historical, family, and cultural activities; and

WHEREAS, BJAII hosts various activities, including Black History Month Celebrations and the Berkeley Juneteenth Festival; and

WHEREAS, cultural celebrations are critical to the social and spiritual unity of our community, and are integrated into BJAII events; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that funds relinquished by the Mayor and Councilmembers from their council office budget, of an amount to be determined by each Councilmember, shall be granted to Berkeley Juneteenth Association, Inc.





Office of the City Manager

PUBLIC HEARING

May 12, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Ferris, Director, Parks, Recreation & Waterfront

Subject: Lease Agreement: Patpatia & Associates, Inc. for 125-127 University Avenue Office Space

RECOMMENDATION

Conduct a public hearing and upon conclusion, adopt first reading of an Ordinance executing a lease agreement with Patpatia & Associates, Inc. to lease second floor office space located at 125-127 University Ave in the Berkeley Waterfront. The initial lease term is anticipated to begin July 1, 2026 and end June 30, 2029, with two 1-year options to extend.

FISCAL IMPACTS OF RECOMMENDATION

Patpatia & Associates, Inc. will pay a monthly rent of \$4,265, escalating 3% annually. The total estimated payment over the initial term of three years will be \$158,192. The lease includes two options to extend for one additional year for each option term. If the option terms are exercised, monthly rent will continue to increase by 3% at the beginning of each option term. Funds will be deposited into the Marina Fund revenue account budget code 608-52-544-592-0000-000-000-461120-.

CURRENT SITUATION AND ITS EFFECTS

The City proposes to execute a new three-year lease with Patpatia & Associates, Inc, who has been leasing 1,706 square feet of office space at 125-127 University Avenue since 2021. Their lease expired on April 30, 2026, at the end of the five-year term and is currently in holdover.

At the beginning of the new lease, Patpatia & Associates will pay a monthly rent of \$4,265 at a rate of \$2.50 per square foot, which was identified as the market rate for 125-127 University Ave after City staff completed a market study of comparable office spaces in West Berkeley in 2025.

The building is located on State tidelands held by the City of Berkeley in trust for the promotion of commerce, navigation, and fishery ("public trust uses"). The State Lands Commission requires City staff to market the office space to public trust use-aligned organizations whenever a property becomes vacant or when leases are due for renewal. Two public trust use organizations expressed interest: one organization is in

negotiation for a different office suite in the same building, while the other organization's space needs were incongruent with the building's office setup.

In the event that City staff is unable to find a public trust use tenant, the State Lands Commission determined that it would be financially and operationally prudent for the City to lease to a non-public trust use for short-term leases of five years or less. City staff proceeded with negotiating new lease terms with current tenant Patpatia & Associates once no additional public trust use organizations expressed interest in the space.

### BACKGROUND

Patpatia & Associates, Inc. is a management consulting firm that advises businesses in the financial services industry. They have been the tenant of the northwestern portion of the second floor at 125-127 University Avenue, a City-owned Waterfront office building, since 2021 (Ordinance No. 7,754-N.S.). Their previous lease was for a three-year term with a two-year option to extend the lease agreement. Prior to the start of the lease, Patpatia & Associates entered into a two-month license agreement for the office space in order to complete tenant-funded renovations (Resolution No. 69,726-N.S.).

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The proposed lease contains a requirement that tenants shall follow all environmental rules and regulations as they apply to City agencies. Specifically, tenants are required to minimize waste, recycle, and compost, as per Recycling and Composting Guidelines for City Buildings.

### RATIONALE FOR RECOMMENDATION

If adopted, the revenue generated by this lease will be deposited into the Marina Fund, which depends on berth and lease revenue to support all Waterfront operations.

### ALTERNATIVE ACTIONS CONSIDERED

If Council does not adopt the Ordinance, Patpatia & Associates' lease would continue to remain in holdover. The City would lose additional revenue for the Marina Fund included in this new lease. City staff would also need to relist the office space, which would incur additional costs in advertising and staff time.

### CONTACT PERSON

Scott Ferris, Director, Parks, Recreation & Waterfront, 981-6700

#### Attachments:

- 1: Ordinance  
Exhibit A: Lease Agreement
- 2: Public Hearing Notice

ORDINANCE NO. -N.S.

LEASE AGREEMENT: PATPATIA & ASSOCIATES, INC. FOR OFFICE SPACE AT  
125-127 UNIVERSITY AVENUE AT THE BERKELEY WATERFRONT

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. FINDINGS:

1. City Council adopted Ordinance No. 7,754-N.S. on February 23, 2021, which authorized the City Manager to enter into a lease agreement with Patpatia & Associates, Inc. for an office space measuring 1,706 square feet in the northwestern portion of the second floor in the 125-127 University Avenue office building. The lease agreement expired at the end of the option term on April 30, 2026. The lease is currently in holdover and the tenant requested to continue leasing the same office space.
2. The 125-127 University Avenue office building is located on State tidelands held in trust by the City of Berkeley for the promotion of commerce, navigation, and fishery ("public trust uses"). City staff marketed the office space to organizations aligned with the public trust uses before negotiating a new lease with Patpatia & Associates, as required by the State Lands Commission. City staff did not identify a compatible public trust use organization for this specific space and proceeded to negotiate new lease terms with Patpatia & Associates.

Section 2. AUTHORIZATION FOR CITY MANAGER TO ENTER INTO LEASE AT 125-127 UNIVERSITY AVENUE.

The City Manager is hereby authorized to enter into a three-year lease agreement with two options for a one-year extension with Patpatia & Associates, Inc. for real property located at 125-127 University Avenue at the Berkeley Waterfront. The rent will be \$4,265 per month, escalating 3% annually, and will be deposited in the Marina Fund Budget Code 608-52-544-592-0000-000-000-461120-. Such lease shall be on substantially the terms set forth in Exhibit A.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

Exhibit A:  
Lease Agreement

## **OFFICE LEASE**

by and between

**CITY OF BERKELEY**  
a California municipal corporation  
(as Landlord)

and

**Patpatia & Associates, Inc.**  
a California Corporation  
(as Tenant)

Dated: July 1, 2026

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**OFFICE LEASE**

**BASIC LEASE INFORMATION**

- 1. Landlord: City of Berkeley, a California municipal corporation  
2180 Milvia Street  
Berkeley, CA 94704  
Attention: Director, Parks, Recreation & Waterfront  
Telephone: (510) 981-6704  
Facsimile: (510) 981-6710
- 2. Tenant: Patpatia & Associates, Inc.  
1803 Sixth St. Suite A  
Berkeley, CA 94710  
Telephone: (510) 559-7140  
Facsimile: (510) 559-7145
- 3. Tenant Trade Name: Tenant shall operate under the trade name Patpatia & Associates, Inc.
- 4. Effective Date: July 1, 2026
- 5. Premises: Approximately 1,706 rentable square feet comprising the northwestern portion of the 2nd floor (“**Premises**”) of the building commonly known and referred to as 125-127 University Avenue, Berkeley, California 94710 (the “**Building**”).
- 6. Permitted Uses: General office and ancillary commercial use, subject to any applicable or required approvals from the City of Berkeley.
- 7. Initial Term: Three (3) years, commencing as of July 1, 2026 (“**Commencement Date**”), with two 1-year extension options.
- 8. Base Rent: \$4,265 per month with 3% annual increase
- 9. Security Deposit: \$3,000
- 10. Guarantor: Not required with this Lease.

The Basic Lease Information set forth above and the Exhibits attached hereto are incorporated into and made a part of the following Lease. In the event of any conflict between the Basic Lease Information and terms of the Lease, the terms of the Lease shall control.

LANDLORD’S INITIALS \_\_\_\_\_

TENANT’S INITIALS \_\_\_\_\_

Lease Agreement for 125-127 University Avenue- Patpatia & Associates, Inc.

## **OFFICE LEASE**

This Office Lease (“**Lease**”) is made and entered into as of the effective date specified in Section 4 of the Basic Lease Information, above (“**Effective Date**”), by and between the City of Berkeley, a municipal corporation of the State of California (“**Landlord**”), and the tenant identified in Section 2 of the Basic Lease Information (“**Tenant**”).

### **1. PREMISES.**

1.1 Premises. Landlord is the owner of that certain Building referred to in Basic Lease Information Section 5, and the underlying land on which the Premises are located as described in Exhibit A-1 attached hereto and incorporated herein (collectively, the “**Property**”). Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises together with Tenant Improvements (defined below), if any. A drawing depicting the general location and layout of the demised Premises is attached hereto and incorporated by reference as Exhibit A-2. Any improvements or alterations existing in the Premises, or otherwise constructed by Tenant or on Tenant’s behalf therein (whether under this Lease, or any prior lease or sublease) are referred to in this Lease as “**Tenant Improvements.**” Notwithstanding the foregoing, Landlord will not be obligated to deliver possession of the Premises to Tenant (but Tenant will be liable for rent if Landlord can otherwise deliver the Premises to Tenant) until the City Council of Landlord has approved the Lease and Landlord has received from Tenant all of the following: (i) a copy of this Lease fully executed by Tenant and the guaranty of Tenant’s obligations under this Lease, if applicable, executed by the Guarantor(s) in the form attached hereto and incorporated by reference as Exhibit C (“**Guaranty**”); (ii) the Security Deposit and the first installment of Base Rent ; and (iii) copies of policies of insurance or certificates thereof as required under this Lease.

1.2 Landlord’s Reserved Rights. Landlord reserves the right to enter the Premises upon reasonable notice to Tenant (except that advance notice shall not be required in case of an emergency) for the following purposes: (i) to inspect the condition of the Premises; (ii) to ascertain the performance by Tenant of the terms and conditions hereof; (iii) to respond to an emergency at the Premises; (iv) to maintain, inspect and repair the Premises to the extent required or permitted under this Lease; (v) to post notices of non-responsibility for alterations, additions or repairs undertaken by Tenant; (vi) to show the Premises to prospective tenants or purchasers or persons acting on their behalf; (vii) to post a leasing sign in or about the Premises; and (viii) to perform any other right or duty of Landlord under this Lease. Landlord may exercise this right of entry without any abatement of Rent to Tenant for any loss of occupancy or quiet enjoyment of the Premises.

### **2. COMMON AREA.**

2.1 Definition of Common Areas. The term “**Common Area,**” as used in this Lease, means all areas within the exterior boundaries of the Property now or later made available for the collective general use of Tenant and other persons entitled to occupy space in the Building, including the exterior surfaces and roof of the Building. Common Area shall not include any areas or facilities that could be considered as Common Area except that the areas or facilities are included in the description of premises leased to any other tenant of the Building.

2.2 Maintenance and Use of Common Area. The manner in which the Common Area shall be maintained shall be solely determined by Landlord. The use and occupancy by Tenant of the Premises shall include the right to use the Common Area (except areas used in the maintenance or operation of the Property), in common with Landlord and other tenants of the Property and their customers and invitees, subject to such reasonable, nondiscriminatory rules and regulations concerning the use of the Common Area as may be established by Landlord from time to time. Written notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Tenant thirty (30) days prior to their effective date. Tenant agrees to promptly comply with all such rules and regulations upon receipt of written notice from Landlord.

2.3 Control of and Changes to Common Area. Landlord shall have the sole and exclusive control of the Common Area, as well as the right to make reasonable changes to the Common Area. Landlord's rights shall include, but shall not be limited to, the right to: (i) restrain the use of the Common Area by unauthorized persons; (ii) cause Tenant to remove or restrain persons from any unauthorized use of the Common Area if they are using the Common Area by reason of Tenant's presence in the Property; (iii) temporarily close any portion of the Common Area for repairs, improvements or alterations, to discourage noncustomer use, to prevent dedication or an easement by prescription, or for any other reason deemed sufficient in Landlord's judgment; and (iv) reasonably change the shape and size of the Common Area, add, eliminate or change the location of improvements to the Common Area. Landlord may determine the nature, size and extent of the Common Area, as well as make changes to the Common Area from time to time which, in Landlord's opinion, are deemed desirable for the Property.

### **3. TERM.**

3.1 Term; Commencement Date. The "**Initial Term**" of this Lease shall be as set forth in Section 7 of the Basic Lease Information and shall commence as of the Commencement Date set forth in Section 7 of the Basic Lease Information. The Initial Term together with the Extension Term(s), if any, are collectively referred to herein as the "**Term.**"

3.2 Option to Extend Term. Tenant has two options to extend this lease agreement for one (1) year for each option. At the beginning of each option period, rent will increase by 3%.

### **4. RENT; SECURITY DEPOSIT.**

4.1 Base Rent; Rent. All Rent under this Lease shall commence as of the Commencement Date. Rent shall be paid as set forth in this Section 4. Tenant shall pay to Landlord, at Landlord's address for payment of Rent designated in Section 1 of the Basic Lease Information, or at such other address as Landlord may from time to time designate in writing to Tenant for the payment of Rent, the Base Rent designated in Section 8 of the Basic Lease Information, without notice, demand, offset or deduction, in advance, on the first day of each month of the Term. Upon execution of this Lease, Tenant shall pay to Landlord the first month's Base Rent. If Base Rent is due for a period of less than a full month, it shall be prorated for such partial month on the basis of a thirty (30) day month. The term "Rent" means the Base Rent and

any other amounts of any kind that become due and payable by Tenant to Landlord under this Lease. Tenant's obligation to pay Rent under this Lease survives the Term to the extent such obligation has not been fulfilled during the Term.

4.2 Application of Payments. All payments received by Landlord from Tenant shall be applied to the oldest obligation owed by Tenant to Landlord. No designation by Tenant, either in a separate writing, on a check or money order, or otherwise shall modify this clause or have any force or effect.

4.3 Late Charge and Interest. The late payment of any Rent will cause Landlord to incur additional costs, including administration and collection costs and processing and accounting expenses ("**Delinquency Costs**"). If Landlord has not received any installment of Rent within five (5) business days after such amount is due, Tenant shall pay a late charge of ten percent (10%) of the delinquent amount immediately. The ten percent (10%) late charge represents a reasonable estimate of the Delinquency Costs incurred by Landlord. In addition, all such delinquent amounts shall bear interest from the date such amount was due until paid in full at a rate per annum ("**Applicable Interest Rate**") equal to the lesser of (i) the maximum interest rate permitted by Law, or (ii) five percent (5%) above the rate publicly announced by Bank of America, N.A. (or if Bank of America, N.A. ceases to exist, the largest bank then headquartered in the State of California) ("**Bank**") as its "**Reference Rate.**" If the use of the announced Reference Rate is discontinued by the Bank, then the term Reference Rate shall mean the announced rate charged by the Bank which is, from time to time, substituted for the Reference Rate. Landlord and Tenant recognize that the damage which Landlord shall suffer as a result of Tenant's failure to pay such amounts is difficult to ascertain and said late charge and interest are the best estimate of the damage which Landlord shall suffer in the event of late payment. Landlord's acceptance of late Rent, partial Rent and late charges does not equate with a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any rights and remedies available under this Lease and/or by operation of Law.

4.4 Security Deposit. The cash sum specified under Section 9 of the Basic Lease Information, if any, shall be deposited with Landlord concurrently with Tenant's execution of this Lease ("**Security Deposit**"). Landlord shall hold the Security Deposit as security for the performance of Tenant's obligations under this Lease. Tenant is not entitled to any interest on the Security Deposit and Landlord shall not be liable therefor. If Tenant defaults on any provision of this Lease, Landlord may, at its election and without prejudice to any remedy it has under this Lease or by operation of Law, apply all or part of the Security Deposit to: (i) Rent or other sum in default; (ii) any amount that Landlord may spend or become obligated to spend in exercising Landlord's rights under this Lease; (iii) unamortized costs of improvements paid for by Landlord, if any; (iv) unamortized costs of brokerage commissions, if any; or (v) any expense, loss or damage that Landlord may suffer because of Tenant's default. Tenant waives the provisions of California Civil Code section 1950.7, and all Laws in force or that become in force after the date of execution of this Lease, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant, or to clean the Premises. Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other foreseeable or

unforeseeable loss or damage caused by the act or omission of Tenant, or of Tenant's officers, agents, employees, independent contractors, invitees, customers, licensees, assignees or subtenants (individually and collectively, "**Tenant's Parties**").

4.5 Restoration of Security Deposit; Return of Security Deposit. If Landlord applies any portion of the Security Deposit during the Term, Tenant shall, within ten (10) days after demand by Landlord, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount. If Tenant performs every provision of this Lease to be performed by Tenant, the unused portion of the Security Deposit, if any, shall be returned to Tenant or the last assignee of Tenant's interest under this Lease within thirty (30) days following the expiration or termination of the Term.

4.6 Transfer of Security Deposit; Assignment or Encumbrance of Security Deposit. If Landlord disposes of its interest in the Premises, Landlord may deliver the remaining Security Deposit to Landlord's successor in interest in the Premises and thereupon be relieved of further responsibility with respect to the Security Deposit. Tenant may not assign or encumber the Security Deposit without the prior written consent of Landlord. Any attempt to do so shall be void and shall not be binding on Landlord.

## 5. UTILITIES AND JANITORIAL SERVICES.

5.1 Landlord Utility and Service Costs. Landlord shall be responsible and directly contract and pay for the following utilities and services in connection with Tenant's use or occupancy of the Premises: (i) water; (ii) sewage; (iii) the Landlord janitorial services described in Section 5.2 below; (iv) trash removal; and (v) HVAC (individually and collectively, the "**Landlord Services**").

5.2 Janitorial Services. Landlord shall provide all janitorial services to common areas only. Tenant shall provide and pay for all janitorial services, including supplies and shampooing carpets, to the Leased Premises during this lease term.

5.3 Tenant Utility and Service Costs. Tenant, at Tenant's sole cost and expense, shall be responsible and shall directly contract and pay for any and all utilities and services required or desired by Tenant in connection with its use or occupancy of the Premises, which are not expressly included within the definition of Landlord Services, including, but not limited to, electricity, gas, telephone, computer, internet, communications services, plumbing and drain clean out services, and alarm.

5.4 Conservation and Use Policies. Tenant, at Tenant's sole cost and expense, shall comply with federal, state, or local governmental controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term.

5.5 Exculpation of Liability. Landlord is not obligated to furnish any security patrol or any other services to Tenant, other than the Landlord Services expressly described above, and Landlord shall not be liable for any loss or damage suffered by Tenant or others, by reason of Landlord's failure to furnish or election to discontinue providing any security patrol or other services. Landlord shall not be liable for any failure or interruption of any Landlord Service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to

terminate this Lease. Landlord makes no representation with respect to the presence, adequacy or fitness of the heating, air conditioning or ventilation equipment on or about the Premises to maintain temperatures which may be required for, or because of, any equipment of Tenant. The exculpation of liability under this Section 5.5 shall not apply to the extent claims are caused by Landlord's gross negligence or willful misconduct.

## 6. TAXES.

6.1 Taxes. As used in this Lease "**Taxes**" means Possessory Interest Taxes and Personal Taxes. Tenant's obligations for Taxes for the last full or partial year of the Term and for any prior unpaid Taxes shall survive the expiration or earlier termination of this Lease.

6.2 Possessory Interest Taxes. This Lease creates a possessory property interest in Tenant. Tenant's property interest may be subject to property taxation, and Tenant or the party in whom the possessory interest is vested shall be responsible for payment of any and all property taxes levied on the interest (collectively, "**Possessory Interest Taxes**").

6.3 Personal Taxes. Tenant shall pay directly to the taxing authority all taxes and assessments levied upon the trade fixtures, alterations, additions, improvements, partitions, cabling, wiring, furniture, equipment, inventories and other personal property located and/or installed on the Premises by or on behalf of Tenant (individually and collectively "**Tenant's Property**") and any Tenant Improvements (collectively, "**Personal Taxes**").

6.4 Payment of Taxes. Tenant shall pay all Taxes prior to delinquency. To the extent any such taxes are not separately assessed or billed to Tenant by the taxing authority, Landlord shall deliver to Tenant copies of the assessment and tax bill. Tenant shall pay such amount directly to the taxing authority no later than ten (10) business days prior to the date on which such Taxes are due. Should Tenant fail to pay its Taxes, Landlord may elect to do so on Tenant's behalf within five (5) days of Landlord's demand therefor. Tenant shall reimburse Landlord for such Taxes and any penalties and fines, together with interest at the Applicable Interest Rate, from the date Landlord tendered payment.

## 7. INSURANCE.

7.1 Landlord. Landlord may elect to self-insure, jointly-insure, or maintain insurance or an insurance equivalent (including, but not limited to, that offered to a municipality through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective) insuring the Property (excluding Tenant's Property and any Tenant Improvements) on an occurrence basis against fire and extended coverage (including, if Landlord elects, "all risk" coverage) similar in type and coverage limits to that carried by Landlord on its other properties. At Landlord's option, such insurance or insurance equivalent may be carried under any blanket or umbrella policies or other insurance or insurance equivalent which Landlord has in force for other buildings or projects. Landlord may also carry such other insurance as Landlord may deem prudent or advisable, in such amounts and on such terms as Landlord shall determine. All such insurance or insurance equivalent maintained by Landlord pursuant to this Section 7.1 is referred to herein as "**Landlord's Insurance.**" Landlord's Insurance shall not, under any circumstances, include

Tenant's Property, any Tenant Improvements, or other items required to be covered by Tenant's Insurance.

7.2 Tenant. Tenant shall, at Tenant's expense, obtain and keep in force at all times during the Term the following "**Tenant's Insurance**," and shall be liable for all premiums, deductibles, and self-insured amounts, if any, in connection therewith. Tenant's Insurance shall not have a deductible amount exceeding Five Thousand Dollars (\$5,000).

7.3 Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, providing coverage for, among other things, blanket contractual liability (including Tenant's indemnification obligations under this Lease), premises liability, products and completed operations liability, owner's protective coverage, broad form property damage, and bodily injury (including wrongful death) and advertising injury coverage. If necessary, Tenant shall provide for restoration of the aggregate limit.

7.4 Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance, if required by Law, which complies with all applicable state statutes and regulatory requirements, and employer's liability insurance coverage in statutory amounts.

7.5 Property Insurance. "All risk" property insurance including fire and extended coverage, sprinkler leakage, vandalism and malicious mischief coverage, covering damage to or loss of Tenant's Property or any Tenant Improvements (together with, if the property of Tenant's invitees is to be kept in the Premises, warehouse's legal liability or bailee customers insurance insuring property belonging to invitees and located in or about the Premises), in an amount not less than the full replacement cost thereof. In the event that there shall be a dispute as to the amount which comprises full replacement cost, the decision of Landlord or the mortgagees of Landlord shall be presumptive.

7.6 Other Insurance. Any other form or forms of insurance as Landlord or the mortgagees of Landlord may reasonably require from time to time, in form, amounts and for insurance risks against which a prudent tenant would protect itself, but only to the extent such risks and amounts are available in the insurance market at commercially reasonable costs.

7.7 General.

7.7.1 Insurance Companies. Tenant's Insurance shall be written by companies licensed to do business in California and having a "General Policyholders Rating" of at least A-VII (or such higher rating as may be required by a lender having a lien on the Premises) as set forth in the most current issue of "Best's Insurance Guide."

7.7.2 Certificates of Insurance. Tenant shall deliver to Landlord certificates of insurance for Tenant's Insurance, in the form of the ACORD standard certificate of insurance, prior to the Commencement Date. Tenant shall, at least thirty (30) days prior to expiration of the policy, furnish Landlord with certificates of renewal or "binders" thereof. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days' prior written notice to the parties named as additional insureds as

required in this Lease. If Tenant fails to maintain any insurance required in this Lease, Tenant shall be liable for all losses and costs resulting from said failure.

7.7.3 Additional Insureds. Landlord and any property management company of Landlord for the Premises shall be named as additional insureds on the commercial general liability policy required by Section 7.3. An additional insured endorsement naming such parties as additional insured(s) shall be attached to the certificate of insurance.

7.7.4 Primary Coverage. Tenant's Insurance shall be primary, without right of contribution from any Landlord's Insurance.

7.7.5 Umbrella/Excess Insurance. Any umbrella liability policy or excess liability policy shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. The limits of Tenant's Insurance shall not limit Tenant's liability under this Lease.

7.7.6 Waiver of Subrogation. Tenant waives any right to recover against Landlord for claims for damages to Tenant's Property or any Tenant Improvements to the extent covered (or required by this Lease to be covered) by Tenant's Insurance. This provision is intended to waive fully, and for the benefit of Landlord, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by Tenant pursuant to this Lease shall include a waiver of subrogation endorsement attached to the certificate of insurance.

7.7.7 Notification of Incidents. Tenant shall notify Landlord within twenty-four (24) hours after the occurrence of any accident or incident on or about the Property or any portion thereof which could give rise to a claim against Landlord, Landlord's Insurance, Tenant, or Tenant's Insurance, except that Tenant shall not be obligated to give Landlord notice of any accident or incident which could give rise to a claim under Tenant's workers' compensation insurance. Tenant's notice shall be accompanied by a copy of any report(s) relating to the accident or incident.

7.7.8 Compliance With Insurance Requirements; Warranties. Tenant shall not do anything in the Premises, or bring or keep anything therein, or subject the Property or any portion thereof to any use which would damage the same or increase the risk of loss or fire, or violate Landlord's Insurance, or Tenant's Insurance, or which shall conflict with the regulations of the fire department or any Laws or with any insurance policy on the Premises or any part thereof, or with any rules or regulation established by any administrative body or official having jurisdiction. Tenant shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted.

## **8. INDEMNITY; LIABILITY EXEMPTION.**

8.1 Indemnity. Except to the extent claims are caused by Landlord's gross negligence or willful misconduct, Tenant shall indemnify, protect, defend, and hold harmless Landlord and its elected officials, officers, employees, volunteers, lenders, agents, representatives, contractors and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees,

expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a result (directly or indirectly) of or in connection with (i) any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (ii) Tenant's or Tenant's Parties use of the Premises, the Property, or any portion thereof, or the conduct of Tenant's business or any activity, work or thing done, permitted or suffered by Tenant or Tenant's Parties in or about the Premises, the Property or any portion thereof; (iii) any act, error or omission of Tenant or Tenant's Parties in or about the Property or any portion thereof; (iv) loss of, injury or damage to, or destruction of property (including but not limited to merchandise or inventory), including loss of use resulting from such loss, injury, damage, or destruction; or (v) any resulting economic loss, consequential damages, or exemplary damages (collectively, the "**Indemnification**"). Tenant shall provide such Indemnification by and through counsel reasonably acceptable to Landlord. The obligations of Tenant under this Section 8.1 shall survive the expiration or other termination of this Lease with respect to any claims or liability arising prior to such expiration or other termination.

8.2 Exemption of Landlord from Liability. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property including, but not limited to, Tenant's Property and any Tenant Improvements, and injury to or death of persons in, upon or about the Premises, the Property, or any portion thereof, arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent such claims are caused by Landlord's sole or active negligence or willful misconduct. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or death of Tenant, Tenant's Parties or any other person in or about the Premises, the Property, or any portion thereof, whether such damage or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising within or about the Premises, the Property, or any portion thereof or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except damage or injury caused solely by Landlord's sole or active negligence or willful misconduct. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant or occupant, if any, of the Premises, the Property, or any portion thereof, or Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

## **9. REPAIRS AND MAINTENANCE.**

9.1 Landlord's Obligations. The Premises are being leased to Tenant in their current, existing, "AS-IS" condition. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, decorate or paint the Premises, construct or install any Tenant Improvements, or otherwise alter or improve the Premises, Property, or any portion thereof. Having occupied the Premises before entering this Lease with Landlord, Tenant is familiar with the existing condition of the Property and Premises, including any Tenant Improvements, and acknowledges that Landlord has made no representation or warranty regarding the condition thereof. Landlord, at its expense shall maintain the Building's roof (including structure portions of the roof), foundation, and exterior walls, exterior windows,

common areas, building systems including HVAC, plumbing, and electrical and any items in the common areas required for compliance with applicable laws.

9.2 Tenant's Waiver. Notwithstanding anything in this Lease to the contrary, whether stated or implied in this Lease, Tenant waives and releases its rights, including its right to make repairs at Landlord's expense, under California Civil Code sections 1932(1), 1941, and 1942 or any similar Laws.

9.3 Tenant's Obligations. Tenant, at its expense, shall maintain the Premises in good order, condition and repair, including interior floor surfaces and floor coverings, interior walls and wall coverings, paintings, interior glass, doors, Tenant Improvements, Signs, and any items required for compliance with Laws. In the event Tenant fails, in the reasonable judgment of Landlord, to so maintain the Premises in good order, condition and repair, Landlord shall in its sole discretion, upon five (5) days' written notice to Tenant, have the right but not the obligation to perform such maintenance, repairs or refurbishing at Tenant's expense, provided Tenant fails to do so within such five (5) day period. If Landlord elects to undertake any such repairs or maintenance as provided above, then Tenant shall pay as additional Rent, Landlord's actual costs paid or incurred in connection therewith.

## **10. ALTERATIONS.**

10.1 Trade Fixtures; Alterations. Subject to the conditions and requirements of this Section 10, Tenant may install necessary trade fixtures, equipment and furniture in the Premises, provided that such items are installed and are removable without structural or material damage to the Premises or any Tenant Improvements. For purposes of this Lease, "**Trade Fixtures**" means specialty fixtures or equipment used in Tenant's trade or business as identified by Tenant and agreed to by Landlord in writing. Tenant shall not construct, or allow to be constructed, any alterations, physical additions, or improvements in, about, or to the Premises without the prior written consent of Landlord, which consent may be granted or denied in Landlord's sole discretion. If Landlord approves proposed alterations, additions or improvements, Landlord's consent may be conditioned upon Tenant's establishing compliance with Laws and with Landlord's reasonable requirements regarding selection of contractors and construction of improvements and alterations. Should Tenant make any alterations, additions, improvements without the prior written consent of Landlord, Landlord may, at any time during the Term of this Lease, require Tenant to remove any or all of the same and restore the Premises to their prior condition, at Tenant's sole cost and expense.

10.2 Satellites and Antennae. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant agree that it shall be reasonable for Landlord to withhold its consent to installation in or about the Premises or any portion thereof of equipment comprising or relating to relays, monopoles, satellite dishes, antennae, wireless telecommunications devices, transmitters, roof mounts, two-way radios, or similar apparatus (collectively, "**Transmission Devices**").

10.2.1 Tenant will not place or allow any third party to place or maintain on the roof or on any exterior door, wall or windows (or within forty-eight inches (48") of any windows) of the Premises any sign, banner, flag, awning or canopy, advertising matter or

window coverings of any type without Landlord's prior written consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or window coverings as may be approved in good condition and repair at all times.

10.3 Signs. All signs, graphics, and awnings of every kind visible in or from public view or corridors, or the exterior of the Premises, installed or caused to be installed by, for the benefit of, or at the request of Tenant ("Signs") shall be, at Tenant's sole cost and expense, and subject to Landlord's prior written approval, and subject to all applicable Laws. Tenant shall remove all such Signs prior to the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Premises; and Tenant shall repair any injury or defacement, including discoloration caused by such installation or removal. Tenant shall be responsible for all fees, costs and expenses associated with installation and removal of Signs. In the event any such fees, costs or expenses are incurred by Landlord (whether directly or indirectly), Landlord shall deliver to Tenant an invoice, with reasonable supporting documentation, and Tenant shall reimburse Landlord for those amounts within fifteen (15) days after receipt of such invoice.

10.4 Standard of Work. All work to be performed by or on behalf of Tenant shall be performed diligently and in a first-class, workmanlike manner, and in compliance with all applicable Laws and all insurance carrier requirements. Landlord shall have the right, but not the obligation, to periodically inspect such work and may require changes in the method or quality thereof. In no event shall such work materially obstruct access to the Property or any portion thereof.

10.5 Damage; Removal. Tenant shall repair all damage to the Premises, Property and any portions thereof caused by the installation or removal of Tenant's Trade Fixtures or other work performed by or on behalf of Tenant. All alterations, improvements or additions that are now or in the future attached permanently to the premises shall be the property of Landlord and remain with the premises at the termination of this lease. Upon the expiration or other termination of this Lease, Tenant shall perform any closure work, investigation and environmental remedial work required by the presence or suspected presence of any Hazardous Materials under Hazardous Materials Laws (as hereinafter defined) or by any other applicable Laws; provided, however, Landlord may require, upon written notice to Tenant no less than fifteen (15) days before the expiration or other termination of the Term, any such items (except Trade Fixtures) designated by Landlord to remain on the Premises, in which event they shall be and become the property of Landlord upon the expiration or other termination of this Lease. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to cause any damage to the Premises, the Property, or any portion thereof, whatsoever and in strict accordance with all applicable Laws.

10.6 Liens. Tenant shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Tenant and shall keep the Premises and Property and all portions thereof free of all mechanics' and materialmen's liens in connection therewith. Tenant shall provide at least ten (10) business days' prior written notice to Landlord before any labor is performed, supplies furnished or services rendered on or at the Premises and Landlord shall have the right to post on the Premises notices of non-responsibility. If any lien is filed, Tenant shall cause such lien to be released and removed within ten (10) days after the date

of filing, and if Tenant fails to do so, Landlord may take such action as may be necessary to remove such lien, without the duty to investigate the validity of it, and Tenant shall pay Landlord such amounts expended by Landlord together with interest thereon, at the Applicable Interest Rate, from the date of expenditure.

10.7 Bonds. Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, lien, performance, and payment completion bonds in an amount equal to one and one-half times the estimated cost of any alterations, additions, or improvements to insure Landlord, the Premises and the Property against any liability for mechanic's and materialmen's liens, and to ensure completion of the work and payment of any contractors or subcontractors.

## 11. PREVAILING WAGES.

11.1 Prevailing Wages. Tenant acknowledges and agrees that any Tenant Improvements, repairs, maintenance, or alterations made by or on behalf of Tenant to the Premises, Property, or any portion thereof ("**Improvement Work**"), which will become Landlord's property upon the expiration or termination of this Lease, whether paid for in whole or part by Landlord or which are considered to have been paid for in whole or part by Landlord, will constitute "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds..." California Labor Code § 1720. Accordingly, Tenant shall comply with applicable prevailing wage policies as set forth in the City of Berkeley Municipal Code, applicable California Labor Code requirements pertaining to "public works" (California Labor Code Section 1720 et seq., as amended from time to time and implementing regulations)), and other applicable Laws addressing the payment of prevailing wages in connection with any Improvement Work (collectively, "**Prevailing Wage Laws**"). Tenant shall require the general contractor for any Improvement Work to submit, upon request by Landlord, certified copies of payroll records to Landlord and to maintain and make records available to Landlord and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. Tenant shall also include in its general contractor agreement, and in all of its subleases and other contracts, a provision in a form acceptable to Landlord which obligates the general contractor and others as applicable, (i) to comply with, and to require that their respective subtenants, contractors and/or subcontractors comply with, Prevailing Wage Laws, and (ii) upon request by Landlord to submit certified copies of payroll records to Landlord and to maintain and make such payroll records available to Landlord and its designees for inspection and copying during regular business hours at the Premises or at another location within the City of Berkeley. Tenant shall defend, indemnify and hold harmless Landlord and its officers, officials, employees, volunteers, agents and representatives (collectively, "**Indemnitees**") from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs) (collectively, "**Claims**"), arising out of or in any way connected with Tenant's obligation to comply with all such Prevailing Wage Laws, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726. Tenant hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with Tenant's obligation to comply with all Prevailing Wage Laws with respect to the Improvement Work.

## 12. PERMITTED USE AND PUBLIC TRUST TIDELANDS REQUIREMENTS.

12.1 Usage. The Premises shall be used only for the permitted uses set forth in Section 6 of the Basic Lease Information and for no other purpose whatsoever without the prior written consent of Landlord. Tenant's execution of this Lease and entry of the Premises hereunder shall conclusively establish that the foregoing were at such time in satisfactory condition. Tenant, at Tenant's expense, shall comply with all applicable Hazardous Materials Laws, statutes, laws, codes, rules, orders, zoning, ordinances, directions, regulations, regulations, permits, or other requirements of federal, state, county, municipal, or other governmental authorities having jurisdiction, now in force or which may hereafter be in force (individually "**Law**" and collectively "**Laws**"), which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy, or alteration of the Premises. Tenant shall be responsible for obtaining a Berkeley Business License and any other permit or business license required by any governmental agency permitting Tenant's use of the Premises. Landlord makes no representation concerning the availability of any permits or approvals required or permitted under this Lease. Tenant shall comply with the rules and regulations, including observance of prohibited uses ("**Rules**"), attached hereto as Exhibit B and incorporated by reference, together with such reasonable additional rules and regulations as Landlord may from time to time prescribe. Tenant shall not commit waste; overload the floors or structure of the Premises; permit any unreasonable odors, smoke, dust, gas, substances, noise, or vibrations to emanate from the Premises that are offensive or objectionable to Landlord or other tenants or occupants of the Property; take any action which would constitute a nuisance or would disturb, obstruct, or endanger Landlord or other tenants or occupants of the Property; take any action which would abrogate any warranties; or use or allow the Premises to be used for any unlawful purpose; and shall cooperate with Landlord and Landlord's agents to prevent those actions. Landlord shall not be responsible for non-compliance by any other tenant or occupant with, or Landlord's failure to enforce, any of the Rules or any other terms or provisions of such tenant's or occupant's lease.

12.2 Public Trust Tidelands Requirements. Tenant acknowledges that the Property is located on State tidelands held by the City of Berkeley in trust for the promotion of commerce, navigation, and fishery pursuant to that certain statutory grant from the State of California to the City of Berkeley, as set forth in Statutes 1913, Chapter 347, as amended ("**Statutory Grant**"). Tenant agrees and covenants to use the Property in a manner consistent with the Statutory Grant and applicable public trust and tidelands requirements during the term of this Lease.

## 13. ENVIRONMENTAL MATTERS.

13.1 Environmental Compliance. Tenant shall, at its sole cost and expense, comply with all laws, codes, rules, orders, ordinances, directives, regulations, permits, or other requirements of federal, state, county, municipal or governmental authorities having jurisdiction, now in force or which may hereafter be in force (collectively, "**Hazardous Materials Laws**") concerning the management, use, generation, storage, transportation, discharge or disposal of any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous or toxic materials, hazardous or toxic wastes, hazardous or toxic substances, carcinogenic materials or contaminants and all other materials governed, monitored, or regulated by any Federal, State or local Law or regulation, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Substances Account Act, and/or the

Resources Conservation and Recovery Act. “**Hazardous Materials**” include asbestos, asbestos-containing materials, hydrocarbons, polychlorinated biphenyl (“**PCB**”) or PCB-containing materials, petroleum, gasoline, petroleum products, crude oil or any fraction, product or by-product thereof. Neither Tenant nor Tenant’s Parties shall use, handle, store, transport, treat, generate, release or dispose of any Hazardous Materials anywhere in, on, under or about the Premises or the Property. Tenant shall cause any and all Hazardous Materials brought onto, used, generated, handled, treated, stored, released or discharged on or under the Premises or the Property to be removed from the Premises and Property and transported for disposal in accordance with applicable Hazardous Materials Laws. Landlord shall have the right to enter the Premises from time to time to conduct tests, inspections and surveys concerning Hazardous Materials and to monitor Tenant’s compliance with its obligations concerning Hazardous Materials and Hazard Materials Laws. Tenant shall immediately notify Landlord in writing of: (i) any release or discharge of any Hazardous Material; (ii) any voluntary clean-up or removal action instituted or proposed by Tenant; (iii) any enforcement, clean-up, removal or other governmental or regulatory action instituted or threatened; or (iv) any claim made or threatened by any person against Landlord, Tenant, the Premises, Property, or any portion thereof relating to Hazardous Materials or Hazardous Materials Laws. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant receives or sends same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant’s use thereof and concerning Hazardous Materials or Hazardous Materials Laws. In the event Tenant institutes a cleanup or removal action, Tenant shall provide copies of all workplans and subsequent reports submitted to the governmental agency with jurisdiction to Landlord in a timely manner.

13.2 Tenant’s Indemnification. Except to the extent caused by Landlord’s gross negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys’ fees and expenses and consultant fees and expenses) relating to the presence of Hazardous Materials in, on, under, about, or emanating from the Premises, the Property, or any portion thereof, including, without limitation, any bodily injury, death, property damage, natural resource damage, decrease in value of the Premises, the Property, or any portion thereof, caused or alleged to have been caused by Tenant or Tenant’s Parties’ use, storage, handling, treatment, generation, discharge or release of Hazardous Materials in violation of Tenant’s obligations under this Lease, whether such claims, causes of action or liabilities are first asserted during the Term or thereafter, and including, without limitation, claims made against Landlord with respect to bodily injury, death or property damage sustained by third parties caused or alleged to have been caused by Tenant or Tenant’s Parties’ use, storage, handling, treatment, generation, discharge or release of Hazardous Materials.

#### **14. DAMAGE AND DESTRUCTION.**

14.1 Casualty. If, during the Term, the Premises is totally or partially destroyed from any cause rendering the Premises totally or partially inaccessible or unusable (“**Casualty**”), then Landlord shall have the right at Landlord’s option to give written notice to Tenant within ninety (90) days after the date of the occurrence of such Casualty of Landlord’s intention to either (i) repair such Casualty as soon as reasonably possible at Landlord’s expense; or (ii) terminate this Lease as of the date of the occurrence of such damage. If Landlord elects to

repair the damage, and if the cost of such repairs does not exceed the amount of insurance proceeds received by Landlord from Landlord's Insurance pursuant to Section 7 above, on account of such damage, and if the restoration can be made under then existing Laws and can be completed within one hundred eighty (180) days after obtaining all necessary permits therefor, then Landlord shall restore the Premises (excluding Tenant's Property and any Tenant Improvements) to substantially the same condition as they were in immediately before destruction. If the restoration cannot be so made, then within fifteen (15) days after Landlord determines that the restoration cannot be made as stated in this Section 14.1, Tenant may terminate this Lease immediately by giving written notice to Landlord. If the existing Laws do not permit the restoration, either party may terminate this Lease by giving ninety (90) days prior written notice to the other party. In case of destruction, there shall be an abatement or reduction of Rent, between the date of destruction and the date of completion of restoration if restoration takes place, or the date of termination if the Lease is terminated, based on the extent to which the destruction actually and materially interferes with Tenant's use of the Premises.

14.2 Tenant's Fault. If the Premises, the Property, or any portion thereof, are damaged resulting from the negligence or breach of this Lease by Tenant or any of Tenant's Parties, Rent shall not be reduced during the repair of such damage, Tenant shall have no right to terminate this Lease as provided in Section 14.1, and Tenant shall be liable to Landlord for the cost of the repair caused thereby to the extent such cost is not covered by insurance proceeds.

14.3 Repair Limitation. Notwithstanding anything in this Lease to the contrary, Landlord shall not be required to repair any injury or damage, by fire or other cause, to Tenant's Property or any Tenant Improvements, if any, or to rebuild, repair or replace any decorations, alterations, partitions, fixtures, trade fixtures, additions or other improvements installed on the Premises by or for Tenant, unless and to the extent Landlord has received insurance proceeds from Tenant's property insurance as provided in Section 7.5 above, and neither Tenant or Landlord has opted to terminate this Lease as provided in Section 14.1.

14.4 Waiver. The provisions of this Lease contain an express agreement between Landlord and Tenant that applies in the event of any Casualty. Tenant fully waives the provisions of any statute or regulation, including California Civil Code sections 1932(2) and 1933(4) (as amended from time to time, and successor statutes thereto) for any rights or obligations concerning a Casualty.

## 15. EMINENT DOMAIN.

15.1 Effect on Rights and Obligations. If any portion of the Premises is permanently taken by condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if 25% or more of the total square footage of the Premises (but expressly excluding parking areas, if any) is taken and if the remaining portion of the Premises is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate by giving written notice to Landlord within thirty (30) days after the nature and the extent of the taking have been finally determined, as of the date of termination, which date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination

as designated by Tenant. If Tenant does not terminate this Lease within the thirty- (30) day period, this Lease shall continue in full force and effect, except that the Base Rent thereafter to be paid shall be reduced on a pro-rata basis. Tenant shall notify Landlord in writing of any condemnation or threatened condemnation within ten (10) days after Tenant receives notice of said action or threatened action.

15.2 Award. In connection with any condemnation, Landlord shall be entitled to receive all compensation and anything of value awarded, paid, or received in settlement or otherwise (“**Award**”) and Tenant hereby irrevocably assigns and transfers to Landlord all rights to and interests in the Award and fully waives, releases, and relinquishes any claim to, right to make a claim on, or interest in the Award, including any amount attributable to any excess of the market value of the Premises for the remainder of the Term over the present value as of the termination date of the Rent payable for the remainder of the Term (commonly referred to as the “bonus value” of the Lease).

## **16. DEFAULT.**

16.1 Events of Default. Where “default” is used in this Lease with reference to Tenant, default refers to any breach of Tenant’s obligations under this Lease, however brief. Where Tenant’s default continues for the period specified below, it shall, at Landlord’s option, constitute an Event of Default giving rise to the remedies set forth in Sections 16.2 and 16.3 of this Lease. The occurrence of any of the following events shall, at Landlord’s option, constitute an “**Event of Default**”:

16.1.1 Abandonment of or vacating the Premises, or cessation of Tenant’s business operations therein, for a period of ten (10) consecutive calendar days;

16.1.2 Failure to pay Rent or other sums on the date when due and the failure continuing for a period of ten (10) days after such payment is due;

16.1.3 Failure to perform Tenant’s covenants and obligations hereunder (except default in the payment of Rent) where such failure continues for a period of thirty (30) days;

16.1.4 The making of a general assignment by Tenant for the benefit of creditors; the filing of a voluntary petition by Tenant or the filing of an involuntary petition by any of Tenant’s creditors seeking the rehabilitation, liquidation or reorganization of Tenant under any Laws relating to bankruptcy, insolvency or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the same within sixty (60) days of such filing; the appointment of a receiver or other custodian to take possession of substantially all of Tenant’s assets or this leasehold; Tenant’s insolvency or inability to pay Tenant’s debts or failure generally to pay Tenant’s debts when due; any court entering a decree or order directing the winding up or liquidation of Tenant or of substantially all of Tenant’s assets; Tenant taking any action toward the dissolution or winding up of Tenant’s affairs; the cessation or suspension of Tenant’s use of the Premises; or the attachment, execution or other judicial seizure of substantially all of Tenant’s assets or this leasehold; or

16.1.5 The making of any material misrepresentation or omission by Tenant or any successor in interest of Tenant in any materials delivered by or on behalf of Tenant to Landlord or Landlord's lender pursuant to this Lease.

16.2 Remedies.

16.2.1 Termination. In the event of the occurrence of any Event of Default, Landlord shall have the right to give a written termination notice to Tenant and, on the date specified in such notice (which date shall be at least three (3) business days following the date of delivery of such notice), this Lease shall terminate unless on or before such date all arrears of Rent and all other sums payable by Tenant under this Lease and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other Events of Default at the time existing shall have been fully remedied to the satisfaction of Landlord

(a) Repossession. Following termination, without prejudice to other remedies Landlord may have, Landlord may (i) peaceably re-enter the Premises upon voluntary surrender by Tenant or remove Tenant therefrom and any other persons occupying the Premises, using such legal proceedings as may be available; (ii) repossess the Premises or relet the Premises or any part thereof for such term (which may be for a term extending beyond the Term), at such rental and upon such other terms and conditions as Landlord in Landlord's sole discretion shall determine, with the right to make reasonable alterations and repairs to the Premises; and (iii) remove all personal property therefrom.

(b) Unpaid Rent. Landlord shall have all the rights and remedies of a landlord provided by applicable Laws, including the right to recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination, (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after the date of termination until the time of award exceeds the amount of loss of rent that Tenant proves could have been reasonably avoided, (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided, and (iv) any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. The phrase "worth, at the time of award," as used in (i) and (ii) above, shall be computed at the Applicable Interest Rate, and as used in (iii) above, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

16.3 Cumulative. Each right and remedy of Landlord provided for herein or now or hereafter existing at Law or in equity, by statute or otherwise shall be cumulative and shall not preclude Landlord from exercising any other rights or remedies provided for in this Lease or now or hereafter existing at Law or in equity, by statute or otherwise. No payment by Tenant of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction of full payment of Rent; and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue other remedies.

**17. ASSIGNMENT AND SUBLETTING.**

17.1 Landlord's Consent. Tenant shall not assign, sublet or otherwise transfer, whether voluntarily or involuntarily or by operation of Law, this Lease, the Premises or any part thereof, without Landlord's prior written approval, which Landlord may withhold in its sole absolute discretion, without any obligation to consider any proposed assignment, sublet or transfer in good faith or otherwise. Tenant's attempted assignment/subletting without first obtaining Landlord's written consent shall be void at Landlord's election. Landlord's consent to one assignment or subletting shall not be deemed a consent to subsequent assignments and/or sublettings. In the event Tenant shall assign or sublet the Premises or request the consent of Landlord to any assignment or subletting or if Tenant shall request the consent of Landlord for any other act Tenant proposes to do, Tenant shall pay to Landlord any attorneys' fees incurred by Landlord in connection with each such request.

**18. ESTOPPEL, ATTORNMENT AND SUBORDINATION.**

18.1 Estoppel. Within ten (10) days after request by Landlord, Tenant shall deliver an estoppel certificate duly executed and acknowledged to any proposed mortgagee, beneficiary, purchaser, or Landlord, in a commercially reasonable form substantially similar to that requested and a statement certifying, without limitation: (i) the date of commencement of this Lease; (ii) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the date to which the rental and other sums payable under this Lease have been paid; (iv) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; (v) no deposit of any nature has been made in connection with the Lease (other than deposits the nature and amount of which are expressly described in the Lease); and (vi) such other matters requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Section 18 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Premises, the Property, any portion thereof, or any interest therein. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance; (iii) not more than one (1) month's rental has been paid in advance; and (iv) no deposit of any nature has been made in connection with the Lease except as represented by Landlord.

18.2 Subordination. This Lease shall be subject and subordinate to all ground leases, CC&Rs, and the lien of all mortgages and deeds of trust which now or hereafter affect the Premises or the Property or Landlord's interest therein, and all amendments thereto, all without the necessity of Tenant's executing further instruments to effect such subordination; provided, however, that Tenant's rights hereunder shall not be disturbed, except in accordance with the terms and provisions of this Lease. If requested, Tenant shall execute and deliver to Landlord within ten (10) days after Landlord's request, whatever documentation that may reasonably be required to further effect the provisions of this Section 18.2.

18.3 Attornment. In the event of a foreclosure proceeding, the exercise of the power of sale under any mortgage or deed of trust or the termination of a ground lease, Tenant shall, if

requested, attorn to the purchaser thereupon and recognize such purchaser as Landlord under this Lease. The transferee shall not be liable for any acts, omissions or defaults of Landlord that occurred before the sale or conveyance, or the return of any security deposit except for deposits actually paid to transferee, and except as reduced as expressly provided for in Section 4.4 of this Lease or by operation of Law.

## **19. RELOCATION WAIVER.**

19.1 Waiver. Tenant fully releases and discharges Landlord (in its capacity as Landlord and otherwise as a municipal corporation) from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in Law or equity, of any kind or nature, known or unknown, now existing or hereinafter arising, which arise from or relate in any manner to the relocation of Tenant's business operations, or the relocation of any person(s), business(es), or other occupant(s) located on within, on, or about, the Premises following the full or partial termination or expiration of Tenant's leasehold interest in the Premises (collectively, "**Relocation Claims**"), including waiver and release of any relocation rights under Government Code sections 7260 et seq. or any federal Laws (collectively, "**Relocation Assistance Law**"). Tenant acknowledges and agrees that the release and waiver set forth in this Section 19 is material consideration for Landlord's agreement to enter into this Lease, and that, but for this release and waiver, Landlord would not have entered into this Lease. By releasing and forever discharging the Relocation Claims, Tenant expressly waives any rights under California Civil Code section 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

## **20. REQUIRED ACCESSIBILITY DISCLOSURE**

20.1 The City hereby advises Tenant that the Property has not undergone an inspection by a certified access specialist, and except to the extent expressly set forth in this Lease, The City shall have no liability or responsibility to make any repairs or modifications to the Property in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

20.1.1 "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject Property comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Property, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Property for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Property." [Cal. Civ. Code Section 1938(e)]. Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to The City's prior written consent.

## **21. CITY NON-DISCRIMINATION ORDINANCE**

21.1 Tenant hereby agrees to comply with the provisions of B.M.C. Chapter 13.26 as amended from time to time. In the performance of this Lease, Tenant agrees as follows:

21.2 Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

21.3 Tenant shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Tenant shall fill out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

21.4 Tenant represents that it is subject to state and federal anti-discrimination laws, and maintains a policy of non-discrimination in admission, access, and treatment in its programs, activities, and employment, which fulfill the requirements of subdivision (a), above. Assuming, arguendo, that the requirements of Chapter 13.26 would otherwise apply, for purposes of this Lease the City agrees that the documentation contemplated in subdivision (b) will not be required of Tenant.

## **22. NON-DISCRIMINATION AGAINST PERSONS WITH DISABILITIES**

22.1 If Tenant provides any aid, service or benefit to others on the City's behalf, Tenant shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Tenant shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination against individuals with disabilities or ensuring that individuals with disabilities are not excluded from participating in or receiving benefit, services or activities of the City.

22.2 If Tenant is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Tenant shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Tenant. All Tenant's activities must be in accordance with these laws, ordinances, codes, and regulations, and Tenant shall solely be responsible for complying therewith.

## **23. BERKELEY EQUAL BENEFITS ORDINANCE (EBO)**

23.1 Tenant hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Tenant is currently subject to the Berkeley Equal Benefits Ordinance, Tenant will be required to provide all eligible employees with City mandated equal benefits during the term of this License, as defined in B.M.C. Chapter 13.29, as well as comply with the terms enumerated herein.

23.2 If Tenant is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Tenant agrees to supply the City with any records the City deems necessary to determine compliance with this provision.

23.3 If Tenant fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law and equity. Tenant's failure to comply with this Paragraph shall constitute default of the Lease.

23.4 In addition, at City's sole discretion, Tenant may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Tenant's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Tenant's breach.

#### **24. BERKELEY LIVING WAGE ORDINANCE (LWO)**

24.1 Tenant agrees to comply with Berkeley Municipal Code Chapter 13.27, the Berkeley Living Wage Ordinance (LWO). If Tenant employs six (6) or more part-time or full-time employees, and generates \$350,000 or more in annual gross receipts, Tenant will be required to provide all eligible employees with City of Berkeley (City) mandated minimum compensation during the term of this Lease, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein.

24.2 Licensee shall be required to maintain all reasonable records and documents that would establish whether Licensee is subject to the LWO. If Licensee is subject to the LWO, as defined therein, Licensee shall be further required to maintain monthly records of those employees located on the Property. These records shall include the total number of hours worked, the number of hours spent providing service on the Property, the hourly rate paid, and the amount paid by Licensee for health benefits, if any, for each of its employees providing services under the Lease. The records described in this paragraph shall be made available upon the City's request. The failure to produce these records upon demand shall be considered a default, subject to the provisions contained in Paragraph 23 herein.

24.3 If Licensee is subject to the LWO, Licensee shall include the requirements of the ordinance, as defined in B.M.C. Chapter 13.27, in any and all sublicenses in which Licensee enters with regard to the subject Property. Sublicenses shall be required to comply with this ordinance with regard to any employees who spend 25% or more of their compensated time on the Property.

24.4 If Licensee fails to comply with the requirements of the LWO and this Lease the City shall have the rights and remedies described in this Paragraph, in addition to any rights and remedies provided by law or equity. Licensee's failure to comply with this Paragraph shall

constitute default of the Lease, upon which City may terminate this Lease pursuant to Paragraph 23.

24.5 In addition, at City's sole discretion, Licensee may be responsible for liquidated damages in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Licensee's failure to pay any of its eligible employees at least the applicable living wage will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage is not intended as a penalty of forfeiture for Licensee's breach.

## **25. OPPRESSIVE STATES**

25.1 In accordance with Resolution No. 59,853-N.S., Licensee certifies that it has no contractual relations with, and agrees during the term of this Lease to forgo contractual relations to provide personal services to, the following entities:

25.1.1 The governing regime in any Oppressive State.

25.1.2 Any business or corporation organized under the authority of the governing regime of any Oppressive State.

25.1.3 Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of this Lease) for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

25.2 For purposes of this Lease, the Tibet Autonomous Region and the provinces of Aho, Kham, and V-Tsang shall be deemed Oppressive States. Licensee's failure to comply with this paragraph shall constitute a default of this Lease and City may terminate this Lease. In the event that City terminates this Lease due to a default under this provision, City may deem Licensee a non-responsible bidder for five (5) years from the date this Lease is terminated.

## **26. CONFLICT OF INTEREST PROHIBITED**

26.1 In accordance with Government code section 1090, Berkeley City Charter section 36, and the Berkeley Municipal Code (B.M.C.) Chapter 3.64, neither Licensee nor any employee, officer, director, partner or member of Licensee, or immediate family member of any of the preceding, shall have served with the City as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Lease.

26.2 In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 et seq., no person who is a director, officer, partner, trustee, employee or consultant of the Licensee, or immediate family member of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if

it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Licensee.

26.3 Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 et seq., its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

**27. MISCELLANEOUS.**

27.1 General.

27.1.1 Entire Agreement. This Lease sets forth all the agreements between Landlord and Tenant concerning the Property and the Premises, and there are no agreements either oral or written other than as set forth herein.

27.1.2 Time of Essence. Time is of the essence of this Lease.

27.1.3 This subsection intentionally deleted.

27.1.4 Severability. If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

27.1.5 Law. This Lease shall be construed and enforced in accordance with the Laws of the State of California, without reference to its choice of law provisions.

27.1.6 Interpretation. The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. As used in this Lease, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Lease shall be interpreted as though prepared jointly by both parties.

27.1.7 No Option. Submission of this Lease to Tenant for examination or negotiation does not constitute an option to lease, offer to lease or a reservation of, or option for, the Premises; and this Lease shall become effective and binding only upon the execution and delivery hereof by Landlord and Tenant.

27.1.8 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and, subject to compliance with the terms of Section 17.

27.1.9 Third Party Beneficiaries. Nothing herein is intended to create any third party benefit.

27.1.10 Memorandum of Lease; Title. Landlord may elect to have either this Lease or a short form memorandum hereof recorded pursuant to the requirements of California Government Code section 37393. Tenant shall cooperate with Landlord in executing and acknowledging any such memorandum of lease. Upon the expiration or other termination of this Lease, Tenant shall immediately execute and deliver to Landlord a quitclaim deed to the Premises and the Property, as required, in recordable form, designating Landlord as transferee or grantee. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Property or any portion thereof.

27.1.11 No Agency, Partnership or Joint Venture. Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto or any relationship other than the relationship of landlord and tenant.

27.1.12 Merger. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof or a termination by Landlord shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

27.1.13 Waiver. No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by either party of any provision under this Lease shall be effective unless in writing and signed by such party. No waiver shall affect any default other than the default specified in the waiver and then such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

27.1.14 Limitation of Liability. The obligations of Landlord under this Lease are not personal obligations of Landlord; and Tenant shall look solely to the rents, issues, profits and other income generated by the Premises for satisfaction of any liability of Landlord and shall not look to other assets of Landlord nor seek recourse against the other assets of Landlord. Whenever Landlord transfers its interest, Landlord shall be automatically released from further performance under this Lease and from all further liabilities and expenses hereunder and the transferee of Landlord's interest shall assume all liabilities and obligations of Landlord hereunder from the date of such transfer.

27.1.15 Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, to Landlord's address and Tenant's address set forth in Sections 1 and 2 of the Basic Lease Information, or to such other place as Landlord or Tenant may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three (3) days after the date of mailing.

27.1.16 Brokerage Commission. Landlord and Tenant each represents that they have not been represented by any broker in connection with this Lease, and that no real estate broker's commission, finder's fee or other compensation is due or payable. Tenant agrees to indemnify and hold harmless Landlord from any claims or liability, including reasonable

attorneys' fees, in connection with a claim by any person for a commission, Finder's Fee or other compensation based upon any statement, representation or agreement of Tenant.

27.1.17 Authorization. Each individual or entity executing this Lease on behalf of Tenant represents and warrants that he or she or it is duly authorized to execute and deliver this Lease on behalf of Tenant and that such execution is binding upon Tenant.

27.1.18 Holding Over. If, with Landlord's express written consent, Tenant holds over the Premises or any part thereof after expiration or earlier termination of the Term, such holding over shall constitute a month-to-month tenancy on all the other terms and conditions of this Lease, except that Base Rent shall be equal to 125% of the Base Rent payable under this Lease for the last full month before the date of expiration or termination. This section shall not be construed as Landlord's permission for Tenant to hold over. Acceptance of Rent by Landlord following expiration or termination shall not constitute a renewal of this Lease or extension of the Term, except as specifically set forth above. If Tenant remains in possession of the Premises after expiration or other termination of this Lease without Landlord's express written consent, Tenant's continued possession shall be on the basis of a tenancy at sufferance and Tenant shall pay as Base Rent during the holdover period an amount equal to one hundred fifty percent (150%) of the Rent payable under this Lease for the last full month before the date of expiration or termination. If Tenant fails to surrender the Premises upon expiration or other termination of this Lease, Tenant shall indemnify and hold Landlord harmless from and against all loss or liability resulting from or arising out of Tenant's failure to surrender the Premises, including, but not limited to, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after the expiration or other termination of this Lease and any related attorneys' fees and brokerage commissions.

27.1.19 Surrender. Upon the expiration or other termination of this Lease or Tenant's right to possession of the Premises, Tenant will surrender the Premises, together with all keys, broom-swept clean and in good condition and repair, reasonable wear and tear excepted. Conditions existing because of Tenant's failure to perform maintenance, repairs or replacements shall not be deemed "reasonable wear and tear."

27.1.20 Joint and Several. If Tenant consists of more than one person, the obligation of all such persons shall be joint and several.

27.1.21 Covenants and Conditions. Each provision to be performed by Tenant hereunder shall be deemed to be both a covenant and a condition. This Lease shall be construed as though the covenants between Landlord and Tenant are independent and not dependent. Tenant expressly waives the benefit of any statute to the contrary, and agrees that even if Landlord fails to perform its obligations under this Lease, Tenant shall not be entitled to make repairs or perform any acts at Landlord's expense, or to any setoff against Rent or other amounts owing under this Lease against Landlord.

27.1.22 Force Majeure. For purposes of this Lease, the term "**Force Majeure**" shall mean and include the following: any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Property, over any construction anticipated to occur thereon

or over any uses thereof, or by fire, flood, inclement weather, energy shortage, strikes, lockouts or other labor or industrial disturbance, civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, governmental preemption or curtailment in connection with a national emergency or in connection with any rule, order, guideline or regulation of any department or governmental agency, or by reason of the conditions of supply and demand which have been or are affected by a war or other emergency, acts of terrorism, act of public enemy, war, riot, sabotage, blockade, embargo, failure or inability to secure an adequate supply of water, electricity, fuel, materials, supplies or labor through ordinary sources by reason of shortages or priority, discovery of Hazardous Materials (as defined in paragraph 13.1), earthquake, or other natural disaster, or any cause whatsoever beyond the reasonable control (excluding financial inability) of the party whose performance is required.

27.1.23 Financial Statements. Upon ten (10) days prior written request from Landlord (which Landlord may make at any time during the Term but no more often than once in any calendar year, unless Tenant is in default), Tenant shall deliver to Landlord a current financial statement of Tenant and any guarantor of this Lease. Such statements shall be prepared in accordance with generally acceptable accounting principles and certified as true in all material respects by Tenant (if Tenant is an individual) or by an authorized officer or general partner of Tenant (if Tenant is a corporation or partnership, respectively).

## **28. SANCTUARY CITY CONTRACTING**

Tenant hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Tenant agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

A. “Data Broker” means either of the following:

- i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
- ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

B. “Extreme Vetting” means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:

- i. The City’s computer-network health and performance tools;
- ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

*[SIGNATURES FOLLOW ON NEXT PAGE]*

**IN WITNESS WHEREOF**, City and Tenant have executed this Lease as of the date written on number four (4) of the basic lease information sheet.

Approved as to form:

CITY OF BERKELEY

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
City Manager

Registered by:  
\_\_\_\_\_  
City Auditor

Attest:  
\_\_\_\_\_  
City Clerk

Tenant  
Sunny Patpatia, Patpatia & Associates, Inc.

By \_\_\_\_\_  
Sunny Patpatia

TENANT INFORMATION:

Tax Identification No. \_\_\_\_\_

Incorporated: Yes \_\_\_\_\_ No \_\_\_\_\_

Certified Woman Business Enterprise: Yes \_\_\_\_\_ No \_\_\_\_\_

Certified Minority Business Enterprise: Yes \_\_\_\_\_ No \_\_\_\_\_

Certified Disadvantaged Business Enterprise: Yes \_\_\_\_\_ No \_\_\_\_\_

EXHIBIT A-1

**PROPERTY DESCRIPTION**

The property is located within the Berkeley Waterfront in the City of Berkeley, CA. The premises include approximately 1,706 square feet comprising the northwestern portion of the 2nd floor of the building commonly known and referred to as 125-127 University Avenue, Berkeley, CA 94710.

EXHIBIT A-2

**DEPICTION OF PREMISES**

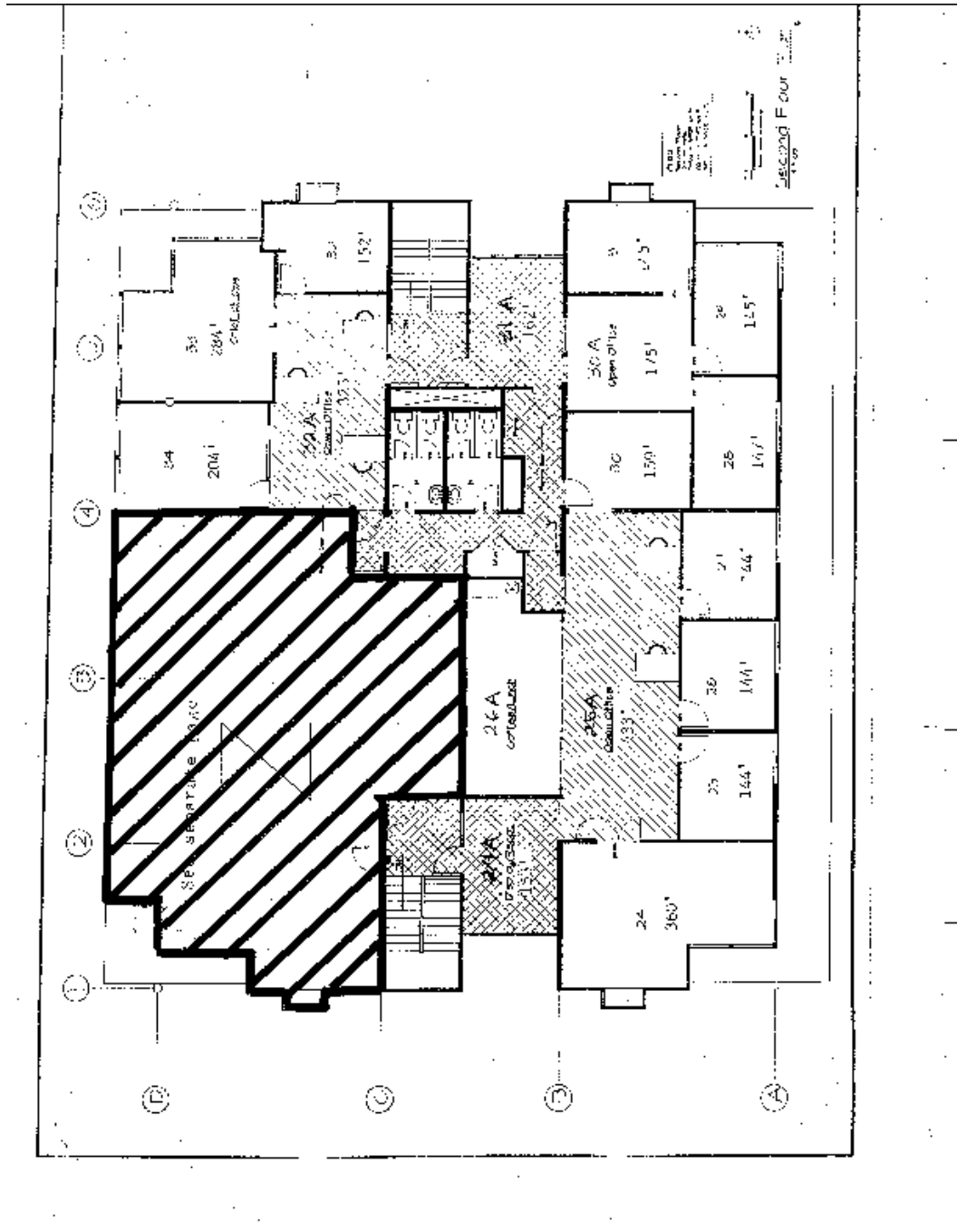


EXHIBIT B

**RULES AND REGULATIONS**

Tenant shall comply with the following Rules and Regulations (individually and collectively, “**Rules**”). Landlord shall not be responsible to Tenant for the nonperformance of any of these Rules.

1. Locks; Keys. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord’s prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys shall be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord.
2. Doors Opening to Public Corridors; Protection of Premises. All doors opening to public corridors, if any, must be kept closed at all times except for normal ingress to and egress from the Premises. Tenant shall assume all responsibility, including keeping doors locked and other means of entry to the Premises closed, for protecting the Premises from theft, robbery, and pilferage.
3. Floor Loads. Landlord may prescribe the weight, size, and position of all safes, machinery, equipment, fixtures or other heavy property (“**Heavy Property**”) brought into the Premises and the times and manner of moving those items within and out of the Premises. Tenant shall not overload any floor in the Premises or use or operate any machinery, equipment, or other device, even though its installation may have been permitted, that in Landlord’s opinion is harmful to the Premises. If Tenant shall require Heavy Property, Tenant shall notify Landlord of such fact. If considered necessary by Landlord, Heavy Property must stand on supports that are adequate to distribute the weight properly and Tenant shall pay the cost of any necessary supports or structural bracing. Any damage to any property (whether or not belonging to Tenant), the Premises, the Property or any portion thereof, or its or their respective contents, or any harm to Tenant, its employees, agents, or any occupants or visitors caused by moving or maintaining any Heavy Property shall be the sole responsibility and expense of Tenant.
4. Requirements of Tenant. Any special requirements of Tenant not set forth as an obligation of Landlord under the Lease will be considered only upon written application to Landlord at Landlord’s address set forth in the Lease. Landlord’s employees shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.
5. Use of Plumbing Facilities; Responsibility for Damage. The plumbing facilities (including but not limited to restrooms, toilets, urinals, wash bowls, drains, and other apparatus) shall be used for no purpose other than that for which they were constructed, and no foreign substance of any kind shall be thrown into them. The expense of any breakage, stoppage, or damage resulting from violation of this rule shall be borne by Tenant.
6. Restrictions on Defacement; Maintenance of Premises. Tenant shall not mark, drive nails or screws into, or drill into the partitions, woodwork, or plaster, or in any way deface the

Premises, the Property or any portion thereof, without Landlord's prior written consent. Tenant shall maintain the Premises and all portions thereof in a safe, neat and clean condition.

7. Permitted Machines. No machines of more than one horsepower shall be installed, maintained, or operated on the Premises without Landlord's prior written consent.
8. Flammable or Combustible Fluids or Materials; Foul or Noxious Gases or Substances; Nontoxic Materials. Tenant shall not use or keep, or allow to be used or kept, in or on the Premises, the Property, or any portion thereof, any kerosene, gasoline, or other flammable or combustible fluid, material, or any foul or noxious gas or substance. All materials, fabrics, and products used in Tenant's furnishings, wall and floor coverings, and ceiling installations shall be nontoxic and subject to the prior approval of Landlord's architect or engineer. Nothing contained here is intended or shall be construed to alter or diminish any obligations of Tenant under any portion(s) of its Lease addressing environmental matters and compliance, Hazardous Materials Laws, Hazardous Materials, or similar matters, or compliance with Laws. Any existing materials supplied or installed by Landlord in the Premises are exempt from this provision.
9. Cooking; No Use of Premises for Improper Purposes. No cooking shall be done or permitted on the Premises, except that Underwriters' Laboratory (UL)-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate, and similar beverages for employees and visitors. This use must be in accordance with all Laws. The Premises shall not be used for lodging, or for any improper, objectionable, or immoral purposes.
10. Exclusion or Expulsion. Landlord reserves the right to exclude or expel from the Property or any portion thereof any person who, in Landlord's judgment, is under the influence of alcohol or drugs or commits any act in violation of any of these Rules.
11. Loitering Prohibited. Tenant and Tenant's Parties shall not loiter in or about the Property for the purpose of smoking tobacco products or for any other purpose unrelated to Tenant's use of the Premises.
12. Smoking; Illegal Substances. Smoking of tobacco products and use of illegal substances is strictly prohibited in or about the Property or any portion thereof.
13. Extermination. Tenant agrees not to permit the extermination of vermin to be performed in, on or about the Property or any portion thereof except at times and by a person or company reasonably designated by Landlord.
14. Obstructions. Tenant and Tenant's Parties shall not in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to the Property, and they shall use the same only as passageways to and from the Premises. At no time shall Tenant or Tenant's Parties be permitted to conduct work activity (except for normal loading and unloading of vehicles) nor store wooden pallets, boxes, goods or other materials outside the confines of Tenant's Premises.
15. Disposal of Trash and Garbage. Tenant shall store all trash, garbage and refuse ("**Trash**") within the interior of the Premises. Tenant shall not place or have placed in Trash

boxes or receptacles any material that may not or cannot be disposed of in the ordinary and customary manner of removing and disposing of Trash in the vicinity of the Premises. Tenant shall comply fully with all applicable Laws when disposing of Trash.

16. Provision of Information to Tenant's Employees. Tenant shall comply with requests by Landlord that Tenant inform Tenant's employees and agents of items of importance to Landlord.

17. Prohibited Uses and Activities.

17.1 Any use, operation or activity which causes or produces the attraction of flies, insects, rodents or other animals, or the creation or emission of dust or dirt, without proper mitigating measures in place;

17.2 Any use, operation or activity which causes or produces any emission into the air of any (i) noxious, toxic, hazardous or corrosive fumes or gases; (ii) excessive smoke, dirt or dust; or (iii) pollutants in violation of any local, state or federal standards;

17.3 Any use, operation or activity which causes or produces any discharge of Hazardous Materials (as defined in Lease Section 13.1) into any sewer system or storm drain serving the Property in a manner that will result in any leaching into the soil, or release into the atmosphere or groundwater;

17.4 Hazardous or unsafe uses by reasons of danger of fire or explosion, or uses that will increase the fire hazard rating on the Property or other properties, or uses objectionable or offensive to adjoining properties;

17.5 Uses in violation of any applicable Laws;

17.6 Any construction, erection, or placement of ornamentation or other objects or equipment, permanently or temporarily, on the outside portions of the Property, whether such portion is improved or unimproved, except as specifically permitted by Landlord; and

17.7 Additional prohibited uses as determined by Landlord from time to time.

18. Conflict. In the event of any conflict between these Rules or any further or modified Rules from time to time issued by Landlord and the Lease provisions, the Lease shall govern and control.

19. Rule Changes; Waivers. Landlord reserves the right at any time to change or rescind any one or more of these Rules or to make such other and further reasonable Rules as, in Landlord's judgment, may from time to time be necessary for the operation, management, safety, care and cleanliness of the Property or any portion thereof, for the preservation of good order therein, or for the convenience of other occupants and tenants of the Property, if any. Landlord may waive any one or more of these Rules for the benefit of any particular tenant(s). Landlord further reserve(s) all the rights reserved to it or them by the provisions of the Lease, by any CC&Rs, or by operation of Law. No waiver by Landlord shall be construed as a waiver of those Rules in favor of any other tenant or occupant of the Premises or Property, and no waiver shall prevent Landlord from enforcing those Rules against any other tenant or occupant of the Property.

Landlord shall not be responsible to Tenant or to any other person for the non-observance or violation of the Rules by any other tenant, occupant, or other persons. Tenant shall abide by any additional rules or regulations which are ordered or requested by any governmental or military authority. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition of Tenant's use and occupancy of the Premises.

EXHIBIT C**PAYMENT PROVISION****Tenant:** Patpatia & Associates**Property Address:** 125-127 University Avenue, Berkeley, CA 94710**Lease Term:** 3 years, with two 1-year options to renew**Annual Rent Increase:** 3%**Initial Term**

| <b>Lease Year</b>   | <b>Monthly Rent</b> | <b>Annual Rent</b> |
|---------------------|---------------------|--------------------|
| July 2026-June 2027 | \$4,265.00          | \$51,180.00        |
| July 2027-June 2028 | \$4,392.95          | \$52,715.40        |
| July 2028-June 2029 | \$4,524.73          | \$54,296.86        |

**Initial Term Total Revenue:** \$158,192.26**Option Terms**

| <b>Option Period</b> | <b>Monthly Rent</b> | <b>Annual Rent</b> |
|----------------------|---------------------|--------------------|
| July 2029-June 2030  | \$4,660.47          | \$55,925.66        |
| July 2030-June 2031  | \$4,800.28          | \$57,603.40        |

**Total Revenue with Option Period:** \$271,172.32

**NOTICE OF PUBLIC HEARING  
BERKELEY CITY COUNCIL  
LEASE AGREEMENT: PATPATIA & ASSOCIATES, INC. FOR 125-127  
UNIVERSITY AVE. OFFICE SPACE**

**The public may participate in this hearing by remote video or in-person.**

Notice is hereby given by the City Council of the City of Berkeley that a public hearing will be conducted by said city council of the City of Berkeley at which time and place all persons may attend and be heard upon the following:

The Department of Parks, Recreation & Waterfront is proposing that the Council adopt an Ordinance executing a lease agreement with Patpatia & Associates, Inc. to lease a 1,706 square foot office space in the City-owned building at 125-127 University Ave. in the Berkeley Waterfront. The rent will be \$4,265 per month, escalating 3% annually, and will be deposited in the Marina Fund.

The hearing will be held on May 12, 2026 at 6:00 PM in the School District Board Room, located at 1231 Addison Street, Berkeley CA 94702.

For further information, please contact Scott Ferris at 510-981-6711.

A copy of the agenda material for this hearing will be available on the City's website at <https://berkeleyca.gov/> as of April 30, 2026. **Once posted, the agenda for this meeting will include a link for public participation using Zoom video technology, as well as any health and safety requirements for in-person attendance.**

Written comments should be mailed or delivered directly to the City Clerk, 2180 Milvia Street, Berkeley, CA 94704, or e-mailed to [council@berkeleyca.gov](mailto:council@berkeleyca.gov) in order to ensure delivery to all Councilmembers and inclusion in the agenda packet.

Communications to the Berkeley City Council are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service or in person to the City Clerk. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the City Clerk at (510) 981-6900 or [clerk@cityofberkeley.info](mailto:clerk@cityofberkeley.info) for further information.

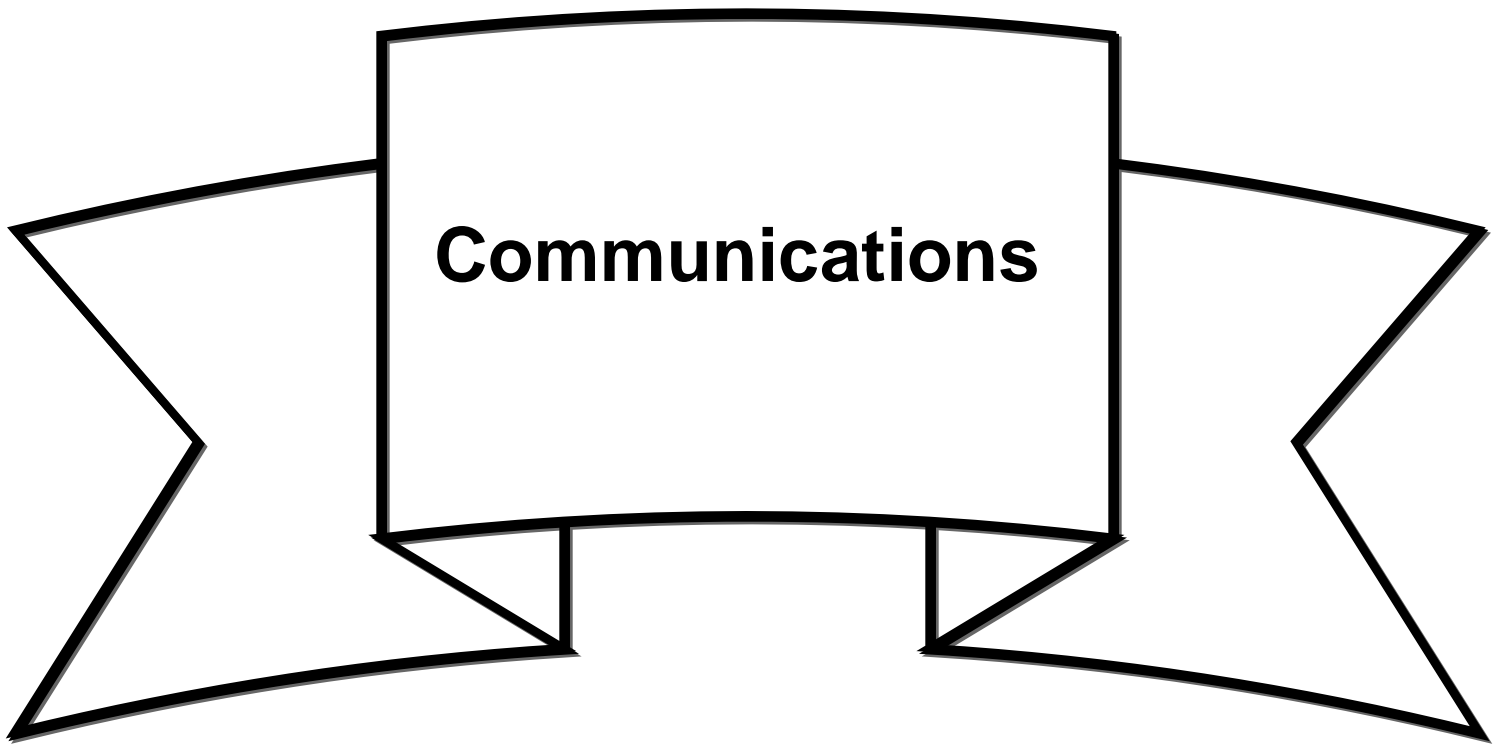
If you challenge the above in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Berkeley at, or prior to, the public hearing. Background information concerning this proposal will be available at the City

Clerk Department and posted on the City of Berkeley webpage at least 12 days prior to the public hearing.

**Posted:** April 30, 2026

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I hereby certify that the Notice for this Public Hearing of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City's website, on April 30, 2026.

Mark Numainville, City Clerk



All communications submitted to the City Council are public record. Communications are not published directly to the City's website. Copies of individual communications are available for viewing at the City Clerk Department and through Records Online.

City Clerk Department

2180 Milvia Street
Berkeley, CA 94704
(510) 981-6900

Records Online

<https://records.cityofberkeley.info/>

To search for communications associated with a particular City Council meeting using Records Online:

1. Select Search Type = “Public – Communication Query (Keywords)”
2. From Date: Enter the date of the Council meeting
3. To Date: Enter the date of the Council meeting (this may match the From Date field)
4. Click the “Search” button
5. Communication packets matching the entered criteria will be returned
6. Click the desired file in the Results column to view the document as a PDF